TRACY CITY COUNCIL

REGULAR MEETING AGENDA

Tuesday, August 19, 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 2558 176 9534** 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 25581769534#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: August 14, 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: August 14, 2025

CALL TO ORDER

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

ROLL CALL AND DECLARATION OF CONFLICTS

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENTATIONS

1. Employee of the Month

ORDER OF BUSINESS

1. CONSENT CALENDAR

1.A. Adoption of Revised Minutes of the June 8, 2025 Special Meeting.

1.A - 06-08-2025 Special Meeting Minutes - Revised.pdf

1.B. Adoption of Minutes of the July 1, 2025 Special Meetings, July 1, 2025 Regular Meeting, and August 4, 2025 Special Meeting.

1.B - 07-01-2025 - Closed Session Meeting Minutes.pdf
1.B - 07-01-2025 - Special Meeting Minutes.pdf
1.B - 07-01-2025 - Regular Meeting Minutes.pdf
1.B - 08-04-2025 - Closed Session Meeting Minutes.pdf

1.C. Staff recommends that the City Council adopt a Resolution:

1) Approving the execution of a General Services Agreement with Anchor Transfer Service, Inc., a California corporation for the supply and delivery services of base road rocks, loams, pipe beddings, and washed rocks with an initial term of three (3) years and a total not-to-exceed amount of $125,000 per fiscal year; and

2) Authorizing an administrative extension of up to two (2) additional years, contingent upon satisfactory performance and budget availability.

1.C - Staff Report - Anchor Transfer Service.pdf
1.C - Resolution - Anchor Transfer Service.pdf

1.D. Staff recommends that the City Council adopt a resolution declaring the parcel located at 516 E. 11th Street (APN 235-190-11) as exempt surplus land under Government Code Section 54221(f), and direct staff to transmit a copy of the resolution and written justification to the California Department of Housing and Community Development for review, in accordance with Surplus Land Act procedures.

1.D - Staff Report - Surplus Land 516 E 11th Street.pdf
1.D - Resolution - Surplus Land 516 E 11th Street.pdf

1.E. Staff recommends that the City Council adopt an Ordinance;

(1) Approving an amendment to the Tracy Hills Specific Plan related to maximum building height in the Light Industrial Zone and the addition of Appendix E – Design Guidelines for the Tracy Hills Commerce Center (Application Number SPA21-0004); and

(2) Reflecting the City Council's determination on July 1, 2025 that based on the Environmental Impact Report that was certified by the City Council on April 5, 2016, for the Tracy Hills Specific Plan, and the Consistency Analysis and Environmental Checklist prepared by the City for the Tracy Hills Commerce Center Project in accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines, no further environmental document is required, Pursuant to CEQA Guidelines Sections 15162 and 15168(C)(2).

1.E - Staff Report - Ordinance 2nd Read -Tracy Hills Commerce Center Project.pdf
1.E - Ordinance - Tracy Hills Commerce Center Project.pdf

1.F. Staff recommends that the City Council adopt a resolution 1) authorizing an increase in spend authority with Microsoft to the annual not-to-exceed amount from $194,225 to $314,000 per fiscal year until 2030 through SoftwareONE, Inc, to accommodate additional licensing required for an increase in permanent and temporary employees and purchase licenses for new productivity tools, and 2) determine that execution of this agreement, without conducting a competitive selection process, is in the best interest of the City pursuant to Tracy Municipal Code section 2.20.140(b)(6).

1.F - Staff Report - Microsoft.pdf
1.F - Resolution - Microsoft.pdf

1.G. Staff recommends that the City Council adopt a resolution: (1) Authorizing the acceptance of the State of California Office, California Highway Patrol, Cannabis grant award in the amount of $267,000 to conduct extra patrols and traffic enforcement, and to purchase one prisoner transportation van, two electronic message boards, and two scene light kits; and (2) Appropriating the full grant funds to the Police Department Operational Budget for fiscal year 2025/2026.

1.G - Staff Report - Cannabis Tax Fund Grant Program.pdf
1.G - Resolution - Cannabis Tax Fund Grant Program.pdf

1.H. Staff recommends that the City Council adopt a resolution:(1) Authorizing the acceptance of the State of California Office of Traffic Safety grant award in the amount of $60,000 to conduct extra patrols and traffic enforcement; and (2) Appropriating the full grant funds to the Police Department Operational Budget for fiscal year 2025/2026.

1.H - Staff Report - Office of Traffic Safety Grant Award.pdf
1.H - Resolution - Office of Traffic Safety Grant Award.pdf

1.I. Staff recommend that the City Council adopt a resolution to approve the submission of a claim to the San Joaquin Council of Governments for Transportation Development Act funds in the amount of $ 7,944,101 for Fiscal Year 2024-2025 and authorize the City Manager or designee to execute the claim.

1.I - Staff Report - Transportation Development Act Claim.pdf
1.I - Resolution - Transportation Development Act Claim.pdf

1.J. Staff recommends that the City Council adopt a resolution (1) approving a Professional Services Agreement with Mark Thomas & Company, Inc., a California Corporation, for the Interstate 580 and Corral Hollow Road Interchange, Capital Improvement Project 73198, for an initial term of three years and a total not-to-exceed amount of $418,305, and (2) authorizing the City Manager to execute an administrative extension of the agreement limited to two (2) one-year terms upon demonstrated need.

1.J - Staff Report - PSA with Mark Thomas for CIP 73198.pdf
1.J - Resolution - PSA with Mark Thomas for CIP 73198.pdf

1.K. Adopt a resolution authorizing a Professional Service Agreement with IMEG Consultant Corp, Domestic Business Corporation, to provide a one-time professional service for assessing the City's public water system related to Section 2013 of the America’s Water Infrastructure Act of 2018 (AWIA) requiring the completion of a five-year review of the City’s Risk and Resilience Assessment for a total not-to-exceed amount of $57,500 and a term ending February 26, 2026.

1.K - Staff Report - PSA IMEG Consultant Group.pdf
1.K - Resolution - PSA IMEG Consultant Group.pdf

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

1. Approving a general service agreement with Thirkettle Corporation dba Aqua-Metric Sales Company, as a sole source vendor per Tracy Municipal Code 2.20.180(b)(c), to purchase meters, Flexnets, and other accessory items for a total not-to-exceed amount of $1,000,000 per fiscal year with an initial two-year term; and

2. Authorizing an administrative extension by the City Manager of up to three (3) additional years following a written determination that Contractor has satisfactorily met all the requirements of this Agreement and budget availability.

1.L - Staff Report - GSA with Aqua Metric.pdf
1.L - Resolution - GSA with Aqua Metric.pdf

1.M. Staff recommends that the Mayor appoint, and the City Council approve through adoption of a resolution, the appointments of ten youth Commissioners to the Youth Advisory Commission (YAC), as recommended by the interview and selection panel, pursuant to the YAC Bylaws.

1.M -Staff Report - Youth Advisory Commission Appointment (Youth).pdf
1.M -Resolution - Youth Advisory Commission Appointment (Youth).pdf

1.N. Staff recommends that the City Council adopt a resolution approving the execution of a General Services Agreement with Pioneer Americas LLC for the supply and delivery of chemicals necessary for the treatment and disinfection of water and wastewater with a not- to-exceed total amount of $2,100,000 for a retroactive term beginning March 1, 2025, and ending on December 31, 2025.

1.N - Staff Report - GSA with Pioneer Americas LLC.pdf
1.N - Resolution - GSA with Pioneer Americas LLC.pdf

1.O. Staff recommends that the City Council adopt a resolution 1) Amending the fiscal year 2024-2025 allocation amounts approved in Resolution No. 2024-032, as follows: A) increase the Community Development Block Grant awards from $506,211 to $527,994, and B) reduce the Home Investment Partnership Program awards from $181,610 to $143,836 with adjustments to the subrecipient awards of both programs to reflect the final allocations determined by the United States Department of Housing and Urban Development; 2) authorizing the City Manager, or their designee to execute funding agreements with subrecipients for both programs; and 3) appropriating the full allocation to the Community Development Block Grant (CDBG) fund budget for fiscal year 2025-26.

1.O - Staff Report - CDBG 24-25 Allocation Amendments.pdf
1.O - Resolution - CDBG 24-25 Allocation Amendments.pdf
1.O - Presentation - CDBG 24-25 Allocation Amendments.pdf

1.P. Staff recommends that the City Council adopt a Resolution (1) rescinding Resolution No. 2007-228; (2) adopting the attached updated records retention schedule; and (3) authorizing the destruction of certain City records as provided by Section 34090 et seq. of the Government Code of the State of California and in accordance with the provisions of said schedule, upon the request of the Department Director and with the consent, in writing, of the Department Director, City Clerk, and City Attorney.

1.P - Staff Report - Retention Policy.pdf
1.P - Resolution - Retention Policy .pdf

1.Q. Staff recommends that the City Council adopt a Resolution authorizing amendments to the previously adopted Master Salary Schedule effective June 29, 2025 to reflect an increase to the bi-weekly salary range for the Construction Project Manager from $4,554.42 - $5,535.91 to $4,868.67 - $5,917.89 bi -weekly and the Master Salary Schedule effective July 13, 2025 from $4,868.67 - $5,917.89 to $5,112.10 to $6,213.78 bi-weekly.

1.Q - Staff Report - Construction Project Manager.pdf
1.Q - Resolution - Construction Project Manager.pdf

1.R. Staff recommends that the City Council adopt a resolution approving the Offsite Improvement Agreement between the City and Prologis, L.P. for offsite improvements on Bud Lyons Way and Hopkins Road.

1.R - Staff Report - IPC 20 Frontage Imp Hopkins Bud Lyons OIA.pdf
1.R - Resolution - IPC 20 Frontage Imp Hopkins Bud Lyons OIA.pdf

1.S. Staff recommends that the City Council adopt a Resolution approving the amended Joint Powers Authority Agreement of the Central San Joaquin Valley Risk Management Authority.

1.S - Staff Report - Amendment to Joint Powers Agreement.pdf
1.S - Resolution - Amendment to Joint Powers Agreement.pdf

1.T. Staff recommends that the City Council adopt a resolution to approve and authorize the recordation of a Final Subdivision Maps for Tract 4181, Tract 4182, and Tract 4183 located within the Tracy Hills Specific Plan Area.

1.T - Staff Report - Tract 4181 Tract 4182 Tract 4183.pdf
1.T - Resolution - Tract 4181 Tract 4182 Tract 4183.pdf

1.U. Staff recommends that the City Council adopt a resolution authorizing the purchase of one (1) 24' x 54' commercial coach from Mobile Modular in the amount of $100,197.

1.U - Staff Report - Purchase of Building Inspector Trailer.pdf
1.U - Resolution - Purchase of Building Inspector Trailer.pdf

1.V. Staff recommends that the City Council adopt a resolution 1) Amending the fiscal year 2025-2026 allocation amounts approved in Resolution No. 2025-095, as follows: A) decrease the Community Development Block Grant awards from $527,994.10 to $520,570 and B) decrease the Home Investment Partnership Program awards from $143,836 to $137,920 with adjustments to the subrecipient award of both programs to reflect the final allocations determined by the United States Department of Housing and Urban Development, 2) authorizing the City Manager, or their designee to execute funding agreements with subrecipients for both programs, and 3) appropriating the full allocation to the Community Development Block Grant fund fiscal year 2025-26 budget.

1.V - Staff Report - CDBG 25-26 Amendment.pdf
1.V - Resolution - CDBG 25-26 Amendment.pdf

1.W. Staff recommends that the City Council adopt a resolution, 1) approving Amendment No. 1 to the partially executed Freeway Agreement with the California Department of Transportation for the Interstate 580/Lammers Road Undercrossing Project, 2) Granting Authority to the City Manager to Execute Future Amendments to the Freeway Agreement and Freeway Maintenance Agreement.

1.W - Staff Report - Amendment 1 to Caltrans I580 Undercrossing Agreement.pdf
1.W - Resolution - Amendment 1 to Caltrans I580 Undercrossing Agreement.pdf

1.X. Staff recommends that the City Council receive an informational update on the Information Technology Strategic Plan prepared by Client First Technology Consulting.

1.X - Staff Report - Tracy IT Strategic Plan.pdf

1.Y. Staff recommends that the City Council by resolution ratify the City Manager's emergency approval of Amendment No. 1 to the agreement with Carbon Activated Corporation, a California corporation, for the removal, disposal, and replacement of the iron sponge media at the City of Tracy Wastewater Treatment Plant, in an amount not-to-exceed $66,100 with a term ending December 31, 2025.

1.Y - Staff Report - Ratify Amendment 1 to GSA Carbon Activated.pdf
1.Y - Resolution - Ratify Amendment 1 to GSA Carbon Activated.pdf

1.Z. Staff recommends that the City Council by resolution:

1) Rescind Resolution No. 2024-198, previously approving a Purchase Agreement with Holland Pump Company for the purchase of an Atlas Copco PAS F88 mobile dewatering pump in the not-to-exceed amount of $103,443 through the Sourcewell Cooperative Purchasing Program; and

2) Approve a new Purchase Agreement with Holland Pump Company for the purchase of an Atlas Copco PAS F88 mobile dewatering pump in the not-to-exceed amount of $132,000 utilizing the Sourcewell Cooperative Purchasing Program.

1.Z - Staff Report - Holland Pump Dewatering Pump Purchase.pdf
1.Z - Resolution - Holland Pump Dewatering Pump Purchase.pdf

1.AA. Staff recommends that the City Council adopt a Resolution to (1) approve a one-time exception to the City's Donation Policy; (2) approve the Tracy Arts Commission's recommendation to accept the concept design for the Tracy Hills Art Sculpture provided by Integral Communities, Inc. for donation to the City Art Collection; (3) authorize the placement of the sculpture in the city's future right-of-way located in the Sierra View Drive and Corral Hollow Roundabout; and (4) approve Amendment No. 1 to Offsite Improvement Agreement for Tracy Hills Corral Hollow Road Widening Phase 2 Frontage.

1.AA - Staff Report - Amendment Tracy Hills Phase 2A Frontage Donation Policy Sculpture.pdf
1.AA - Resolution - Amendment Tracy Hills Phase 2A Frontage Donation Policy Sculpture.pdf

1.AB. Staff recommends that the City Council adopt a resolution approving and authorizing recordation of three (3) Final Subdivision Maps, one (1) Conditional Subdivision Improvement Agreement, one (1) Offsite Improvement Agreement, one (1) Deferred Improvement Agreement, and one (1) Quit Claim Deed for The Avenues Residential Development Project.

1.AB - Resolution - The Avenues Tract Final Maps.pdf
1.AB - Staff Report - The Avenues Tract Final Maps.pdf

1.AC. Staff recommends that the City Council adopt a Resolution: 1) approving the Memorandum of Understanding (MOU) between the City of Tracy the Tracy Police Officer's Association (TPOA), and 2) authorizing an amendment to the City's Master Salary Schedule to reflect the terms of the agreement.

1.AC - Staff Report - Labor Agreement MOU.pdf
1.AC - Resolution - Labor Agreement MOU.pdf

1.AD. Staff recommends that the City Council adopt a resolution to 1) approve an Offsite Improvement Agreement for frontage and utility improvements on Schulte Road and offsite sewer improvements on Lammers Road; 2) approve an Offsite Improvement Agreement for LW11; 3) approve a Grant Deed for a Right-of-Way Dedication; and 4) approve a Grant Deed for a Public Utility Easement dedication.

1.AD - Staff Report - Approve OIAs Costco Offsite and LW11.pdf
1.AD - Resolution - Approve OIAs Costco Offsite and LW11.pdf

2. ITEMS FROM THE AUDIENCE

3. REGULAR AGENDA

3.A. The City of Tracy Planning Commission recommends the City Council hold a public hearing, and upon its conclusion, take the following actions:

1. Introduce an Ordinance (a) Approving a zoning text amendment adding Article 9.5, Small Lot Residential Zone, to Chapter 10.08 of Title 10 of the Tracy Municipal Code, Sections 10.08.1471 through 10.08.1479; and (b) Determining the zoning text amendment creating the Small Lot Residential (SLR) Zone is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(B)(3) pertaining to projects that do not have the potential for causing a significant effect on the environment;

2. Introduce an Ordinance (a) Approving a rezone from Light Industrial to Small Lot Residential Zone for the Triway Project site, consisting of four parcels totaling approximately 22.6 acres located at 200 Valpico Road, Assessor's Parcel Numbers 246-130-03, 04, 05, and 06; and (b) Determining the proposed rezone is exempt from CEQA pursuant to CEQA Guidelines Section 15183 pertaining to projects consistent with the General Plan Environmental Impact Report (EIR); and

3. Adopt a resolution (a) Approving a Vesting Tentative Subdivision Map for the Triway Project site to create 275 residential lots and several common area parcels; (b) Approving a development review permit for the architectural design of the Triway Project consisting of 324 homes of mixed housing types; and (c) Determining the proposed Triway Project Vesting Tentative Subdivision Map and Development Review Permit are exempt from CEQA pursuant to CEQA guidelines Section 15183 pertaining to projects consistent with the General Plan EIR.

3.A - Staff Report - The Triway Project.pdf
3.A - Staff Report Attachments - The Triway Project.pdf
3.A - Resolution - Triway Project.pdf
3.A - Resolution Attachments - Triway Project.pdf
3.A - Presentation - The Triway Project.pdf

3.B. Staff recommends that the City Council 1) conduct a Public Hearing and receive testimony regarding the renewal of the Downtown Tracy Community Benefit District, and 2) adopt a Resolution of Formation.

3.B - Staff Report - Downtown Tracy Community Benefit District Resolution of Formation.pdf
3.B - Resolution - Downtown Tracy Community Benefit District Resolution of Formation.pdf
3.B - Presentation - Downtown Tracy Community Benefit District Resolution of Formation.pdf

3.C. The City of Tracy Planning Commission recommends the City Council conduct a public hearing, and upon its conclusion, take the following actions:

1. Adopt a resolution that (A) certifies an Environmental Impact Report (EIR) and adopts a mitigation monitoring and reporting program (MMRP), findings of fact and a statement of overriding considerations for the annexation and development of the Schulte Warehouse project, which consists of approximately 20.92 acres located at 16286 West Schulte Road and annexation, but not development, of an adjacent one acre parcel located at 16310 West Schulte Road, (B) approves a Development Review Permit for 16286 West Schulte Road Property for construction of a 217,466 square foot industrial warehouse building, provided that the Development Review Permit will not be effective until the first day following the effective date of Local Agency Formation Commission's (LAFCo) approval of the annexation of the Property to the City, and (C) authorizes the City Manager to submit a petition to the San Joaquin County LAFCo to annex that certain 21.92 acres located at 16286 and 16310 West Schulte Road bearing Assessor's Parcel Numbers 209-230-25 and 209-230-26 (Combined Property) to the City of Tracy; and

2. Introduce and adopt an ordinance that approves the pre-zoning of the Combined Property to Light Industrial (M1).

3.C - Staff Report - Schulte Warehouse.pdf
3.C - Resolution - Schulte Warehouse.pdf
3.C - Resolution Exhibit 1 - Schulte Warehouse.pdf
3.C - Resolution Exhibit 2 - Schulte Warehouse.pdf
3.C - Resolution Exhibit 3 - Schulte Warehouse.pdf
3.C - Resolution Exhibit 4 - Schulte Warehouse.pdf
3.C - Resolution Exhibit 5 - Schulte Warehouse.pdf
3.C - Resolution Exhibit 6 - Schulte Warehouse.pdf

3.D. Staff recommends that the City Council provide direction on opposing the City Managers Sales Tax Working Group's proposed recommendations to change the allocation of the Bradley-Burns 1% sales tax on e-commerce transactions.

3.D - Staff Report - Ecommerce Sales Tax.pdf
3.D - Presentation - Ecommerce Sales Tax.pdf

4. ITEMS FROM THE AUDIENCE

5. STAFF ITEMS

6. COUNCIL ITEMS

7. ADJOURNMENT

REVISED

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) Implement Tracy's Economic Development Strategic Plan; (3) Enhance the City's Roadways and Sidewalks; (4) Support Economic Programs that Prioritize Tracy Youth; and (5) Develop Environmental Sustainability Strategies for the City. 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

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

July 1, 2025, 5:00 p.m.

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

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

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

3. Roll Call and Declaration of Conflicts – Council Members Bedolla, Evans, and Nygard, Mayor Pro Tem Abercrombie; and Mayor Arriola were present. City Council had no declarations of conflict.

4. ITEMS FROM THE AUDIENCE – There were no items from the Audience.

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

5.A CONFERENCE WITH LABOR NEGOTIATORS

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

- Tracy Police Officers' Association

Government Code Section: 54957.6

There was no public comment on item 5.A.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded Council Member Evans to recess to closed session at time: 5:02 p.m. Roll call found Council Members Bedolla, Evans, and Nygard, Mayor Pro Tem Abercrombie; and Mayor Arriola, were all in favor; passed and so ordered.

6. Reconvene to Open Session – Time: 6:00 p.m.

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

8. Council Items and Comments – There was no Council Items or Comments.

9. Adjournment: Time: 6:00 p.m.

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

The above agenda was posted at the Tracy City Hall on June 26, 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

July 1, 2025, 6:15 p.m.

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

1. Mayor Arriola called the Meeting to order at 6:16 p.m.

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

3. 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.

4. ITEMS FROM THE AUDIENCE – There were no items from the Audience.

5. DISCUSSION ITEMS:

   5.A By motion, (1) Establish interview protocols to fill two vacancies on the City of Tracy Environmental Sustainability Commission; (2) Conduct interviews of two applicants for two vacancies; and (3) Upon conclusion of the interviews, appoint applicants to fill two vacancies and establish an eligibility list, if appropriate.

   Mayor Arriola announced that the candidates were not present to interview, directed staff to reopen recruitment for the Environmental Sustainability Commission.

ACTION: Motion was made by Mayor Arriola and seconded Mayor Pro Tem Abercrombie to reopen recruitment Tracy Environmental Sustainability Commission. Roll call found Council Members Bedolla, Evans, and Nygard, Mayor Pro Tem Abercrombie; and Mayor Arriola, all were in favor; passed and so ordered.

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

7. Adjournment: Time: 6:19 p.m.

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

The above agenda was posted at the Tracy City Hall on June 26, 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

July 1, 2025, 7:00 p.m.

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

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

There were no actions taken pursuant to AB 2449.

Roll Call and Declaration of Conflicts – Council Members Bedolla, Evans, and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola were present. City Council had no declarations of conflict.

Tracy Little League 10U All Stars Softball Team led the Pledge of Allegiance.

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

Midori Lichtwardt, City Manager, presented the July 2025 Employee of the Month award to Badar Fayyaz, Detective, Tracy Police Department.

Mayor Arriola presented the Parks and Recreation Month Proclamation to Todd Lieberg, City of Tracy Parks Commissioner.

Mayor Arriola presented the National Health Center Week Proclamation to Yanet Guerrero from Community Medical Centers.

Mayor Arriola presented the Tracy Little League 10U All Stars Softball Team with a Certificate of Recognition.

Mayor Arriola presented Guillermo Aragon, Boxing Club Coach from the Tracy Police Activities League (PAL), with a Certificate of Appreciation.

Mayor Arriola presented Christian Perez Jr., Boxer from the Tracy Police Activities League (PAL), with a Certificate of Recognition.

1. CONSENT CALENDAR – Midori Lichtwardt pulled agenda item 1.D. Andrew Shen, Interim City Attorney, announced that a corrected version of the resolutions for Item 1.B and 1X were placed on the dais; noted that there were no substantive changes, minor corrections were needed, that this action did not require the item to be pulled from Consent Calendar; additionally the resolution for agenda item 1.K approving the on-call list and the amended salary schedule for agenda item 1.T, were both inadvertently omitted from the agenda upon publication (the missing items were placed on the dais for the City Council's review). Council Member Nygard pulled agenda items 1.C, 1.J, 1.M, and 1.Q from the Consent Calendar. Robert Tanner pulled agenda items 1.L and 1.V from the Consent Calendar.

Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to adopt the Consent Calendar items, except Items 1.C, 1.D, 1.J, 1.L, 1.M, 1.Q and 1.V, with the resolutions for Items 1.B and 1.X amended as presented, and the addition of the resolution for Item 1.K and the amended salary schedule for Item 1.T as presented. 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 Minutes for the June 17, 2025, Closed Session and Regular Meeting Minutes **– Minutes Adopted**

1.B Staff recommends that the City Council adopt a Resolution:
(1) Authorizing an increase in the Not-to-Exceed scope Amount for Labor Relations Negotiations Consulting Services with Liebert Cassidy Whitmore, by $100,000, for a total Not-to-Exceed Amount of $325,000.
(2) Authorizing an increase in the Not-to- Exceed scope amount for IDR/Disability consulting services with Liebert Cassidy Whitmore by$25,000 for a Not-to-Exceed amount of $100,000
(3) Authorizing an increase in the Not-To Exceed scope amount for Litigation consulting services with Liebert Cassidy Whitmore by $50,000 for a total Not-to-Exceed amount of $100,000
(4) Authorizing an increase in the Not-To -Exceed scope amount for CalPERS Consulting services with Liebert Cassidy Whitmore by $10,000, for a total Not-To-Exceed amount of $50,000 **- Resolution 2025-147**

1.D. Staff recommends that the City Council adopt a resolution approving and authorizing recordation of three (3) Final Subdivision Maps, one (1) Conditional Subdivision Improvement Agreement, one (1) Offsite Improvement Agreement, one (1) Deferred Improvement Agreement, and one (1) Quit Claim Deed for The Avenues Residential Development Project. **– ITEM PULLED**

1.E. Staff recommends that the City Council adopt a resolution to temporarily suspend the City of Tracy Retail, Office, and Industrial Incentive Programs and City of Tracy Technology and Innovation Based Industry Incentive Program for a twelve (12) month period. **– Resolution 2025-148**

1.F. Staff recommends that the City Council adopt a resolution:
(1) making a determination that strict compliance with standard procurement procedures is not in the best interest of the city and dispensing these requirements for renewal of three subscription services with Cleargov, Inc.
(2) approving the execution and renewal of three subscription agreements with ClearGov, Inc. for the licensing of ClearGov Strategic Planning, ClearGov Capital Project Tracking, and ClearGov Digital Budget Book and Capital Budgeting subscriptions for a total not to exceed amount of $86,000 per fiscal year, for an initial term of three years; and
(3) authorizing an administrative extension for an additional three-year term at the same annual cost for each subscription, contingent upon satisfactory performance and budget availability **– Resolution 2025-149**

1.G. Staff recommends that the City Council adopt a resolution (1) for partial acceptance of Tracy Hills Phase 1A Criseldo Mina Avenue Extension Improvements, constructed by Tracy BPS, LLC, a Delaware limited liability company, and assume responsibility for the future maintenance and repair, (2) authorizing the City Engineer to accept a ninety percent reduction in the faithful performance bond, and (3) authorizing the City Clerk to file an Acceptance of Irrevocable Offer of Dedication with the San Joaquin County Recorder's office **– Resolution 2025-150**

1.H. Staff recommends that the City Council, by resolution, (1) accept public improvements for Tract 3889 Tracy Hills Village 3A as complete, and assume responsibility for the future maintenance and repairs, (2) accept public improvements for Tract 3945 Tracy Hills Village 3B as complete, and assume responsibility for the future maintenance and repairs, (3) accept public improvements for Tract 3891 Tracy Hills Village 5A as complete, and assume responsibility for the future maintenance and repairs, (4) accept public improvements for Tract 3948 Tracy Hills Village 5B as complete, and assume responsibility for the future maintenance and repairs, (5) accept public improvements for Tract 3949 Tracy Hills Village 5C as complete, and assume responsibility for the future maintenance and repairs, (6) authorize the City Engineer to release the Developer furnished bonds in accordance with the Subdivision Improvement Agreements, and (7) authorize the City Clerk to file Notices of Completion for Tract 3889 Tracy Hills Village 3A as amended, Tract 3889 Tracy Hills Village 3A (for Parkway Landscaping), Tract 3945 Tracy Hills Village 3B as amended, Tract 3945 Tracy Hills Village 3B (for Parkway Landscaping), Tract 3891 Tracy Hills Village 5A as amended, Tract 3891 Tracy Hills Village 5A (for Parkway Landscaping), Tract 3948 Tracy Hills Village 5B as amended, Tract 3948 Tracy Hills Village 5B (for Parkway Landscaping), and Tract 3949 Tracy Hills Village 5C with the San Joaquin County Recorder's Office. **– Resolution 2025-151**

1.I. Staff recommends that the City Council adopt a resolution 1) approving two separate Master Professional Service Agreements for Roadway & Utility Design Services with Bellecci & Associates Inc., and with KSN for Utility Design Services, Inc. for an initial term of three years and for a total not-to-exceed amount of $600,000 per fiscal year for each agreement, and 2) authorizing administrative option to extend each agreement up to two (2) one-year terms contingent upon satisfactory performance and budget availability
Resolution 2025-152 - Bellecci & Associates
Resolution 2025-153 - KSN

1.K. Staff recommends that the City Council adopt the following, each by separate resolution: (A) approving an On-Call List, for five years, of eight qualified consultants for Construction Management Services; and (B) approving (1) the execution of three separate Master Professional Services Agreements, each with an initial term of three years and a not-to-exceed fiscal year amount of $300,000, with each of the listed qualified consultants: HDR Construction Control Corporation, 4Leaf, Inc., and Roebbelen Construction Management Services Inc. and (2) authorizing the City Manager to approve an administrative extension for up to two years at the same

annual not-to-exceed amount based on satisfactory performance for each Master Professional Services Agreement, if needed.
Resolution 2025-154 – Master On Call List
Resolution 2025-155– HDR Construction Control
Resolution 2025-156– 4-Leaf Inc.
Resolution 2025-157– Roebbelen Construction Management Services Inc.

1.N. Staff recommends that the City Council, by resolution, (1) accept the construction improvements for the Grand Theatre Center for the Arts, Phase 2 & 3 – Exterior Improvements Project, Capital Improvement Project 71111, constructed by Diede Construction Inc. as complete, (2) authorize the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office, and (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. **– Resolution 2025-158**

1.O. Staff recommends that City Council adopt six (6) separate resolutions authorizing amendments to six (6) separate Master Professional Service Agreements with consultants for CEQA analyses and planning assistance, modifying the not-to-exceed annual amount of $500,000 for each consultant to be applied to City- funded projects only, and allowing developer-funded projects on a per-contract basis with no not-to-exceed cap, which will be funded through respective Cost Recovery Agreements.
Resolution 2025-159 - De Novo Planning Group
Resolution 2025-160 – EMC Planning Group
Resolution 2025-161 - First Carbon Solutions
Resolution 2025-162 - Land Logistics
Resolution 2025-163 - MIG
Resolution 2025-164 - Placeworks

1.P. Staff recommends that City Council adopt a resolution (1) approving Amendment No. 1 to the Subdivision Improvement Agreement for Tract 4037 KT Property II with Lennar Homes of California, LLC, to allow for partial acceptance of public improvements, and (2) accepting the public improvements for the Tracy Hills KT Property Sewer Lift Station, constructed by Lennar Homes of California, LLC, as complete and assuming all future operations and maintenance. **– Resolution 2025-165**

1.R. Staff recommends that the City Council adopt an Ordinance on second reading approving an amendment to the Industrial Areas Specific Plan to change the Land Use Designation from Limited Industrial to Village Center for three (3) 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 **- Ordinance1357**

1.S. Staff recommends that the City Council adopt an Ordinance, 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 (2) 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 **– Ordinance 1358**

1.T. Staff recommends that the City Council adopt a Resolution: 1) approving the Memorandum of Understanding (MOU) between the City of Tracy and Tracy Technical and Support Services Association; 2) approving the MOU between the City of Tracy and the Tracy Police Managers' Association 3) approving the MOU between the City of Tracy and the Tracy General Teamsters Local No. 439, IBT, 4) approving the MOU between the City of Tracy and the Tracy Mid-Managers Bargaining Unit, and 5) authorizing an amendment to the City's Master Salary Schedule to reflect the terms of the agreement **– Resolution 2025-166**

1.U. Staff recommends that the City Council to adopt a resolution:1) delegating authority to the city manager and city attorney, pursuant to Government Code Section 935.4, to allow, compromise, reject or settle claims against, or on behalf of the city, for a maximum amount of $50,000 per claim; and 2) repeal Resolution 2022-163. **– Resolution 2025-167**

1.W. Staff recommends that the City Council adopt a resolution (1) conditionally accepting the public improvements on or after July 12, 2025, for Tracy Hills 1st Neighborhood Park of Phase 2 (Daniel Ray Schack Park), constructed by Lennar Homes of California, LLC, and assuming all future operations and maintenance, (2) authorizing the City Clerk to file the Notice of Completion for Tracy Hills 1st Neighborhood Park of Phase 2 with the San Joaquin County Recorder's Office, and (3) authorizing the City Engineer to release the improvement security in accordance with the terms of the Subdivision Improvement Agreement. **– Resolution 2025-168**

1.X. Staff recommends that City Council:

1. Adopt three separate resolutions ratifying the City Manager's emergency approval of interim General Services Agreements (GSAs) with the following vendors for the supply and delivery of chemicals necessary for the treatment and disinfection of water and wastewater and Not-to-Exceed (NTE) amounts for a retroactive term beginning March 1, 2025, and ending on July 15, 2025:
    - Hill Brothers Chemical Company – $62,500
    - Sterling Water Technologies, LLC – $62,500
    - Thatcher Company of California, Inc. – $375,000; and
2. Approve amendments to each of the above-referenced interim GSAs to extend the term through December 31, 2025, and increase the Not-to-Exceed total amounts as follows:
    - Hill Brothers Chemical Company – revised NTE: $210,000
    - Sterling Water Technologies, LLC – revised NTE: $210,000
    - Thatcher Company of California, Inc. – revised NTE: $1,250,000

Resolution 2025-169 – Hills Brothers Chemical Company
Resolution 2025-170 – Sterling Water Technologies, LLC
Resolution 2025-171 – Thatcher Company of California, Inc.

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.

Jim Thompson, Operations Superintendent for the Public Works Department, responded to Council Member Nygard's questions.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Nygard to adopt **Resolution 2025-172** 1) authorizing the purchase of one (1) 2025 International HV607 Dump Truck from Peterson Trucks, Inc., through a competitively bid Sourcewell Cooperative Agreement in the amount of $208,816 for the Public Works Department Roadway Maintenance Division; and 2) declaring the existing Freightliner M2-112 Dump Truck as surplus and approving its disposition pursuant to Tracy Municipal Code Section 2.20.310. Roll call found Council Members Bedolla, Evans, and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

1.J. Staff recommends that the City Council adopt a Resolution authorizing the purchase of a 2024 Caterpillar 306 Compact Excavator from Holt of California through a competitively bid Sourcewell Cooperative Agreement in the amount of $119,959 for the Utilities Division of Public Works.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Nygard to adopt **Resolution 2025-173** authorizing the purchase of a 2024 Caterpillar 306 Compact Excavator from Holt of California through a competitively bid Sourcewell Cooperative Agreement in the amount of $119,959 for the Utilities Division of Public Works. Roll call found Council Members Bedolla, Evans, and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

1.M. Staff recommends that the City Council adopt a resolution authorizing the purchase of one (1) new 2025 Ford F-450 from Rush Truck Centers through a competitively bid Sourcewell Cooperative Agreement in the amount of $68,738 and Spraytec upfit in the amount of $67,131 for the Streets Maintenance Department: and 2) declaring the existing F-450 as surplus and approving its disposition pursuant to Tracy Municipal Code Section 2.20.310.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Nygard to adopt **Resolution 2025-174** 1) Authorizing the purchase of one (1) new 2025 Ford F-450 from Rush Truck Centers through a Competitively Bid Sourcewell Cooperative Agreement in the amount of $68,738 and Spraytec Upfit in the amount of $67,131 for the Streets Maintenance Department; and 2) declaring the existing F-450 as surplus and approving its disposition pursuant to Tracy Municipal Code Section 2.20.310.

Roll call found Council Members Bedolla, Evans, and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

1.Q. Staff recommends that the City Council adopt a resolution for the Clyde Bland Park BMX Pump Track, Capital Improvement Project 78190: 1) Awarding a construction contract to Frontline General Engineering Construction, Inc. of San Lorenzo, CA, in the amount of $1,585,618.93; and 2) Authorizing the City Manager to approve change orders up to the contingency amount of $126,849.51; and 3) Appropriating Parks Deferred Maintenance CIP 78193 in the amount of $200,621 to CIP 78190; and 4) 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 $2,200,621.

Richard Joaquin, Assistant Director of Parks, Recreation and Community Services; Jesus Pedroia, General Contractor from Frontline Engineering; and Aaron Spohn from Spohn Ranch Skate Parks responded to Council Member Nygard's questions.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to adopt **Resolution 2025-176** 1) awarding a construction contract to Frontline General Engineering Construction, Inc. of San Lorenzo, CA, in the amount of $1,585,618.93; and 2) authorizing the City Manager to approve change orders up to the contingency amount of $126,849.51; and 3) appropriating Parks Deferred Maintenance CIP 78193 in the amount of $200,621 to CIP 78190; and 4) 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 $2,200,621.. Roll call found Council Members Bedolla and Evans; Mayor Pro Tem Abercrombie; and Mayor Arriola in favor; Council Member Nygard opposed. Motion passed and so ordered.

1.L. Staff recommends that the City Council adopt a resolution approving a professional services agreement with All City Management Services, Inc. for school pedestrian crossing guard services for a total not to exceed amount of $2,447,615 and for a four-year term from July 15, 2025 to July 14, 2029.

Lieutenant Dan Garcia, Tracy Police Department Bureau of Special Investigations, provided the staff report.

Robert Tanner expressed concerns regarding the division of the cost of crossing guard services and suggested that the school district share be increased to seventy five percent.

Richard Williams expressed that more can be done rather than the 3-hour services and suggested that funds be allocated to increase signage and illuminate crosswalks.

Tim Silva echoed the sentiments of the previous speakers.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to adopt **Resolution 2025-175** approving a Professional Services Agreement with all City Management Services, Inc. for School Pedestrian Crossing Guard Services for a total not-to-exceed amount of $2,447,615 for a four-year term effective from July 15, 2025, to July 14, 2029. Roll call found Council Members Bedolla, Evans, and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

1.V. Staff recommends that the City Council adopt a Resolution authorizing an increase in the total not to exceed amount for the existing scope of services with Olson Remcho LLP by $10,000, for a total not to exceed amount of $60,000, for advice on election and districting issues, including advice on the California Voting Rights Act.

Andrew Shen, Interim City Attorney, provided the staff report.

Robert Tanner expressed that the current City Council is a good representation of the City and opposed spending funds on districting.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Nygard to adopt **Resolution 2025-177** authorizing an increase in the total not-to-exceed amount for the existing scope of services with Olson Remcho LLP. by $10,000, for a total not-to-exceed amount of $60,000, for advice on election and districting issues, including advice on the California Voting Rights Act. Roll call found Council Members Bedolla, Evans, and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

STAFF ANNOUNCEMENTS: Andrew Shen announced that this was his last meeting and thanked staff and in particular City Attorney staff.

City Manager Lichtwardt thanked Interim City Attorney Shen for his invaluable service as Interim City Attorney.

2. ITEMS FROM THE AUDIENCE – Gerald Jeffs shared the healthcare research that he had conducted and provided Necy Lopez, Deputy City Clerk, with a copy.

Jerrod Kirkpatrick, Vice President of Diverse Technology Industrial, requested transparency as to how the cannabis taxes are being used in Tracy and shared statistical data regarding the amount of taxes are being charged.

Adrian Bueno, Planetary Health Program Coordinator from Quest Science Center, and high school students from Tracy requested to collaborate with staff regarding data regarding heat in the City.

Robert Tanner expressed that the City should allocate additional funds to the roads and reduce the funds for the Temporary Emergency Shelter.

Denise from Tracy Dog Girls Rescue expressed concerns regarding the amount to pregnant animals in the City and indicated that the code regarding animals needs to be enforced.

Marcus Medina, business owner expressed frustration regarding the Parks and Recreation Department, noting he was told that he could not provide pizza to folks attending the block parties, and requested that there be a policy.

Cristina from Tracy Dog Girls Rescue expressed concerns regarding the architectural designs for phase 2 of the animal shelter.

A Community Member expressed concerns regarding the number of stray kittens and frustration with the Animal Shelter not accepting kittens under 4 months of age.

Alice English thanked staff for fixing Adams Park and Schwartz Park.

3. REGULAR AGENDA

3.A. Staff recommends that the City Council conduct a public hearing, and upon its conclusion, consider the following actions: 1) Introduce an ordinance (A) approving an amendment to the Tracy Hills Specific Plan related to maximum building height in the Light Industrial Zone and the addition of Appendix E – Design Guidelines for the Tracy Hills Commerce Center, Application Number SPA21-0004; and (B) determining that based on the Environmental Impact Report that was certified by the City Council on April 5, 2016, for the Tracy Hills Specific Plan, and the consistency analysis and environmental checklist prepared by the City for the Tracy Hills Commerce Center Project in accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines, no further environmental review is required, pursuant to CEQA Guidelines Sections 15162 and 15168(c)(2); and 2) Adopt a resolution (A) approving a Development Review Permit for the Tracy Hills Commerce Center Project, which includes construction of seven (7) industrial warehouse buildings ranging in size from approximately 117,907 square feet to approximately 355,116 square feet, totaling approximately 1.73 million square feet, and associated parking and landscaping areas, located at 29592 S. Corral Hollow Road, on approximately 97.45 acres at the southwest corner of Corral Hollow Road and the Delta Mendota Canal, Assessor's Parcel Number 253-020-23, Application Number D21-0012; (B) approving a Vesting Tentative Subdivision Map to create 16 parcels and a designated remainder parcel located at the southwest corner of Corral Hollow Road and the Delta Mendota Canal, totaling approximately 193.72 acres, Assessor's Parcel Numbers 253-020-23, 253-020-22, 253-020-21, and 253-020-20, Application Number TSM21-0003; and (C) determining that based on the Environmental Impact Report that was certified by the City Council on April 5, 2016, for the Tracy Hills Specific Plan, and the consistency analysis and environmental checklist prepared by the City for the Tracy Hills Commerce Center Project in accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines, no further environmental review is required, pursuant to CEQA Guidelines Sections 15162 and 15168(c)(2).

Scott Claar, Planner Manager for Community and Economic Development Department, and Steve Arthur, Ridgeline Property Group, provided the staff report.

Public Comment commenced at 8:45 p.m.

Mayor Arriola paused public comment at 11:00 p.m. to verify with Council that all agreed with the continuation of the Meeting. There was no opposition to continuing the Meeting.

Midori Lichtwardt, City Manager, provided information regarding the time sensitivity of the remaining items on the agenda.

Mayor Arriola confirmed the number of callers remaining and requested that staff evaluate options. Public comment resumed.

Upon City Manager Lichtwardt's request, the Mayor called a recess at 11:35 p.m.

The Meeting reconvened at 11:49 p.m. After conferring with staff, Mayor Arriola requested that Deputy Clerk Lopez verify whether the same individuals were calling into Webex. Deputy Clerk Lopez verified that the callers had been consistent at 29 to 35 callers. Mayor Arriola suggested that Public Comment be closed at midnight so that City business could resume.

Public Comment continued.

One hundred three (103) community members provided comments.

A total of 41 Community Members were in favor of the project and 62 Community Members were in opposition of the project.

Council Members offered comments and questions.

Forrest Ebbs, Director of Community and Economic Development, responded to Council Members' questions.

Deputy City Clerk Lopez read the title of proposed Ordinance aloud.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Nygard to waive full reading of text and introduce proposed ordinance 1) approving an amendment to the Tracy Hills Specific Plan related to maximum building height in the Light Industrial Zone and the addition of Appendix E – Design Guidelines for the Tracy Hills Commerce Center (Application Number SPA21-0004); and 2) determining that based on the Environmental Impact Report that was certified by the City Council on April 5, 2016, for the Tracy Hills Specific Plan, and the consistency analysis and environmental checklist prepared by the City for the Tracy Hills Commerce Center project in accordance with the California Environmental Quality Act (CEQA) and the CEQA guidelines, no further environmental document is required, pursuant to CEQA Guidelines Sections 15162 and 15168(c)(2).

Roll call found Council Members Bedolla and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola in favor; Council Member Evans opposed. Motion pass and so ordered.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to adopt **Resolution 2025-178** (1) approving a Development Review Permit for the Tracy Hills Commerce Center Project, which includes construction of seven (7) industrial warehouse buildings ranging in size from approximately 117,907 square feet to approximately 355,116 square feet, totaling approximately 1.73 million square feet, and associated parking and landscaping areas, located at 29592 S. Corral Hollow Road (Assessor's Parcel Number 253-020-23) on approximately 97.45 acres at the southwest corner of Corral Hollow Road and the Delta Mendota Canal, Application Number D21-0012; (2). approving a vesting tentative Subdivision Map to create sixteen (16) parcels and a designated remainder parcel located at the southwest corner of Corral Hollow Road and the Delta Mendota Canal, totaling approximately 193.72 acres, Assessor's Parcel Numbers 253-020-23, 253-020-22, 253-020-21, and 253-020-20, Application Number TSM21-0003; and (3) determining that based on the Environmental Impact Report that was certified by the City Council on April 5, 2016, for the Tracy Hills Specific Plan, and the consistency analysis and Environmental Checklist prepared by the City for the Tracy Hills Commerce Center Project in accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines, no further environmental document is required, pursuant to CEQA Guidelines Sections 15162 and 15168(c)(2). Roll call found Council Member Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola in favor; Council Members Bedolla and Evans opposed. Motion passed and so ordered.

Mayor Arriola proposed that agenda Items 3.B and 3.D be continued to the next Council Meeting and requested that Council Members be polled for a potential special meeting.

ACTION: Motion was made by Mayor Arriola and seconded by Mayor Pro Tem Abercrombie to continue Items 3.B and 3.D to the next Council Meeting or a potential special Council Meeting. 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. The City of Tracy Planning Commission recommends the City Council hold a public hearing, and upon its conclusion, take the following actions:

(1) Introduce an Ordinance (a) Approving a zoning text amendment adding Article 9.5, Small Lot Residential Zone, to Chapter 10.08 of Title 10 of the Tracy Municipal Code, Sections 10.08.1471 through 10.08.1479; and (b) Determining the zoning text amendment creating the Small Lot Residential (SLR) Zone is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(B)(3) pertaining to projects that do not have the potential for causing a significant effect on the environment;

(2) Introduce an Ordinance (a) Approving a rezone from Light Industrial to Small Lot Residential Zone for the Triway Project site, consisting of four parcels totaling approximately 22.6 acres located at 200 Valpico Road, Assessor's Parcel Numbers 246-130-03, 04, 05, and 06; and (b) Determining the proposed rezone is exempt from CEQA pursuant to CEQA Guidelines Section 15183 pertaining to projects consistent with the General Plan Environmental Impact Report (EIR); and

(3) Adopt a resolution (a) Approving a Vesting Tentative Subdivision Map for the Triway Project site to create 275 residential lots and several common area parcels; (b) Approving a development review permit for the architectural design of the Triway Project consisting of 324 homes of mixed housing types; and (c) Determining the proposed Triway Project Vesting Tentative Subdivision Map and Development Review Permit are exempt from CEQA pursuant to CEQA guidelines Section 15183 pertaining to projects consistent with the General Plan EIR. **ITEM WAS CONTINUED, BY MOTION, TO A FUTURE MEETING.**

3.C. The City of Tracy Planning Commission recommends the City Council hold a public hearing, and upon its conclusion, adopt a resolution: 1) Determining that the 2023-2031 Housing Element is exempt from review under the California Environmental Quality Act (CEQA) (California Public Resources Code Section 21000, et seq.), pursuant to state CEQA regulation §15061(B)(3) (14 Cal. Code Regs. § 15061(B)(3)), the common-sense exemption covering activities with no possibility of having a significant effect on the environment; and 2) Adopting the 2023-2031 Housing Element.

Scott Hoffman, Senior Planner, and Scott Claar, Planning Manager for Community and Economic Development Department, provided the staff report.

Council Members offered comments and questions.

A Community Member shared technical information regarding the property and requested that the two single family lots that are land locked be removed from this plan.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to adopt **Resolution 2025-179** (1) determining that the 2023-2031 Housing Element is exempt from review under the California Environmental Quality Act (CEQA) (California Public Resources Code Section 21000, Et Seq.), pursuant to State CEQA Regulation §15061(b)(3) (14 Cal. Code Regs. § 15061(b)(3)), the common-sense exemption covering activities with no possibility of having a significant effect on the environment; and (2) adopting the 2023-2031 Housing Element. 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 Finance Committee recommends that the City Council conduct a public hearing and upon conclusion adopt a resolution (1) adopting Development Impact Fee Nexus Studies for the following functions: Parks (Neighborhood and Community); Public Facilities; Water (Distribution, Supply, Treatment) and Recycled Water; Public Safety (Fire, Police, Communication Facilities); and Program Management (Master Plan areas of the City); (2) approving, increases in part, and decreases in part, in Development Impact Fees for each such function to become effective 60 days after final adoption, including annual adjustments on July 1st of each year, using the Engineering News Record Construction Cost Index for San Francisco; and (3) rescinding, as of the effective date of the new fees, the existing Development Impact Fees for each such function. **ITEM WAS CONTINUED, BY MOTION, TO A FUTURE MEETING.**

3.E. Staff recommends that the City Council approve a motion waiving attorney-client privilege for any written advice or findings provided to the City Council by the City's Special Counsel, DeeAnne Gillick, of Sloan Sakai Yeung & Wong LLP, at the Council's August 7, 2023, Special Meeting, or any written advice or findings provided by Ms. Gillick to the City Council pursuant to direction given at that same meeting.

Andrew Shen, Interim City Attorney, provided the staff report.

Mayor Arriola shared that he was contacted by the California State Bar Association regarding a potential investigation and/or prosecution of the former City Attorney and, with counsel from Mr. Shen, this item was being brought forth.

There was no public comment.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to waive attorney-client privilege for any written advice or findings provided to the City Council by the City's Special Counsel, DeeAnne Gillick, of Sloan Sakai Yeung & Wong LLP, at the Council's August 7, 2023, Special Meeting, or any written advice or findings provided by Ms. Gillick to the City Council pursuant to direction given at that same meeting. 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 – There were no Items from the Audience.

5. STAFF ITEMS – Midori Lichtwardt, City Manager, wished the community a Happy 4th of July; asked that the community visit the website for information regarding Safe and Sane Fireworks and the calendar of events; and urged residents to not call 911 and use the non-emergency line instead to report firework activities.

6. COUNCIL ITEMS – Mayor Pro Tem Abercrombie thanked Andrew Shen for his assistance during his tenure as Interim City Attorney.

Council Member Evans thanked Andrew Shen and wished everyone a Happy 4th of July.

Council Member Nygard requested that staff request information from the City of Fremont regarding their program that engages the community by allowing community members to "adopt" a park and hopes that Tracy can possibly develop a similar program. Mayor Arriola supported Council Member Nygard's request.

7. ADJOURNMENT – The meeting adjourned at 12:50 a.m.

The above agenda was posted at the Tracy City Hall on June 26, 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

August 4, 2025, 5:00 p.m.

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

1. Mayor Arriola called the Meeting to order at 5:02 p.m.

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

3. 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.

4. ITEMS FROM THE AUDIENCE – There were no items from the Audience.

5. Request to Conduct Closed Session: Time: 5:04 p.m.

   5.A CONFERENCE WITH LABOR NEGOTIATORS

   City Negotiators

   - Midori Lichtwardt, City Manager
   - Kimberly Murdaugh, Director of Human Resources
   - JoAnn Weberg, Human Resources Manager
   - Sara Castro, Director of Finance
   - L. David Nefouse, City Attorney
   - Che Johnson, Special Counsel

   Employee Organization:

   - Tracy Police Officers' Association

   Government Code Section 54957.6

   There was no public comment on item 5.A.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to recess to closed session. Time: 5:04 p.m. Roll call found Council Members Bedolla, Evans, and Nygard, Mayor Pro Tem Abercrombie; and Mayor Arriola were all in favor; passed and so ordered.

6. Reconvene to Open Session – Time: 5:41 p.m.

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

8. Council Items and Comments – There were no Council Comments.

9. Adjournment: Time: 5:41 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 were all in favor; passed and so ordered.

The above agenda was posted at the Tracy City Hall on August 1, 2025. The above are action minutes. A recording is available at the office of the City Clerk.

_____
Mayor

ATTEST:

_____
City Clerk

August 19, 2025

Agenda Item 1.C

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution:

1) **Approving the execution of a General Services Agreement with Anchor Transfer Service, Inc., a California corporation for the supply and delivery services of base road rocks, loams, pipe beddings, and washed rocks with an initial term of three (3) years and a total not-to-exceed amount of $125,000 per fiscal year; and**
2) **Authorizing an administrative extension of up to two (2) additional years, contingent upon satisfactory performance and budget availability.**

EXECUTIVE SUMMARY

This agenda item seeks adoption of a resolution by the City Council approving a General Services Agreement (GSA) with Anchor Transfer Service, Inc. "Contractor" for the supply and delivery services for base road rocks, loams, pipe beddings, and washed rocks. The initial term of the agreement is three (3) years and has a total not-to-exceed (NTE) amount of $125,000 per fiscal year. Unless otherwise amended, the total NTE over the three (3) year term shall be $375,000. Staff is also requesting that the City Council authorize an administrative extension for up to two (2) additional years, contingent upon satisfactory performance and budget availability.

BACKGROUND AND LEGISLATIVE HISTORY

Public Works Operations and Utilities Divisions, along with the Parks Department, utilize aggregate materials and loam as foundational components for the maintenance of roads, sidewalks, underground infrastructure, parks, and basin banks. As the infrastructure ages, breaks and repairs/replacements occur more often requiring the use of these materials as finished products. Public Works and Parks require that the Contractor provide both a reliable delivery method, as well as, all the necessary product to various offsite locations and onsite at the Boyd Service Center (BSC) corporations yard. A bin system is stored at the Boyd Service Center for these materials and are filled on an as needed basis.

The City has previously and continuously used the Contractor since January 2019, due to their ability to satisfactorily meet all the City's requirements, ability to provide the best quality for all the required materials, responsiveness to all City's inquiries, and timely delivery of services.

ANALYSIS

It is neither cost-effective nor efficient for the Public Works and Parks Department maintenance staff to independently procure and transport aggregate, loam, and bedding materials for its projects. Therefore, the City utilizes a contractor to provide both the materials and the delivery services for those materials. The provider must be able to transport the necessary materials directly to the Boyd Service Center Corp yard and to a specified location for individual projects, on an as-needed basis.

On April 25, 2025, in accordance with the Tracy Municipal Code 2.20.180, the City issued a Notice Inviting Bids (NIB) for the supply and delivery of the base road rocks, loams, pipe

beddings, and washed rocks on the City's website. Anchor Transfer Service, Inc. was the sole bidder to submit a proposal. Upon review, staff determined that the Contractor is qualified and experienced and has consistently provided the same products and services to the City in a satisfactory manner. Based on these criteria, Anchor Transfer Service, Inc. was selected and qualifies for local vendor preference.

Staff has successfully negotiated the terms of an agreement with Anchor Transfer Service, Inc. with an initial term beginning on September 1, 2025, and ending on August 31, 2028. Both parties have agreed that, effectively July 1, 2026, the contractor may exercise the agreement's escalator clause, allowing for a price increase of $50 per load, per product. At the end of the initial term, if the City determines that the Contractor has satisfactorily performed all the requirements in the Agreement, an administrative approval by the City Manager, may extend this Agreement for an additional two (2) years.

FISCAL IMPACT

The costs associated with this agreement shall be shared amongst Parks and the various divisions within Public Works. Sufficient funding is available in the annual Operations and Maintenance budgets to cover these expenses.

Since January 2019, the City has utilized Anchor Transfer Service, Inc. for the supply and delivery services of the aggregate materials and loams. The actual expenses for Fiscal Years 2020–2025 are as follows:

Fiscal Year	Amount
2024-2025	$55,899.95
2023-2024	$50,470.75
2022-2023	$33,743.20
2021-2022	$25,393.56
2020-2021	$28,680.00
2019-2020	$8,355.00
Total	**$202,542.46**

COORDINATION

The Public Works Department coordinated with the Parks and Recreation Department to ensure that both adequate quantities of materials and sufficient funding are available to support the procurement outlined in the General Services Agreement.

CEQA DETERMINATION

The proposed Agreement for the supply and delivery of base road rocks, loams, pipe beddings, and washed rocks 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.

STRATEGIC PLAN

This agenda item is consistent with the City's Quality of Life Strategy and meets the goals of maintaining the physical infrastructure and systems necessary for the health and safety of the Tracy community.

ACTION REQUESTED OF THE CITY COUNCIL

Adopt a Resolution:

1) Approving the execution of a General Services Agreement with Anchor Transfer Service, Inc., a California corporation for the supply and delivery services of base road rocks, loams, pipe beddings, and washed rocks with an initial term of three (3) years and a total not-to-exceed amount of $125,000 per fiscal year; and
2) Authorizing an administrative extension of up to two (2) additional years, contingent upon satisfactory performance and budget availability.

Prepared by: Wayne Bogart, Utility Lines Maintenance Superintendent
Tu Nguyen, Management Analyst

Reviewed by: Stephanie Reyna-Hiestand, Assistant Director of Utilities
Sara Castro, Director of Finance
L. David Nefouse, City Attorney
Arturo Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachments:

A – GSA with Anchor Transfer Service, Inc.

CITY OF TRACY
GENERAL SERVICES AGREEMENT

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Anchor Transfer Service, Inc., a California corporation (**Contractor**). City and Contractor are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain the services of Contractor to provide the supply and delivery of base road rock, loam, pipe bedding, and washed rock materials to the Boyd Service Center located at 520 Tracy Boulevard, and various other locations within the City limits of Tracy, on an as-needed and per-project basis.

B. On April 25, 2025, the City issued a Notice Inviting Bids (NIB) for the Supply and Delivery Services for Base Road Rocks, Loams, Pipe Beddings, and Washed Rocks 2025-2028 (**Project**). On May 22, 2025, Contractor submitted its proposal for the Project to the City. City has determined that Contractor possesses the skills, experience and certification required to provide the services."

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

D. This Agreement is being executed pursuant to Resolution No. 2025-____ approved by Tracy City Council on _____, 2025.

Now therefore, the Parties mutually agree as follows:

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

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

2.1 Term. The term of this Agreement shall begin on September 1, 2025, and end on August 31, 2028, unless terminated in accordance with Section 6.

2.1.1 Option to Extend: This Agreement may be administratively extended for an additional two (2) years by the City Manager following a written determination that Contractor has satisfactorily met all the requirements of this Agreement.

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

3.1 Not to Exceed Amount. Contractor's total compensation under this Agreement shall not exceed $125,000 (One hundred twenty-five thousand) per fiscal year. Contractor's billing rates under this Agreement may be annually increased, in July of each year, by fifty ($50) dollars per load per material supply type, effective July 1, 2026. No work shall be performed by Contractor in excess of the total compensation amount provided in this section without the City's prior written approval.

3.2 Invoices. Contractor shall submit monthly invoices to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1. Contractor's failure to submit invoices in accordance with these requirements may result in the City rejecting said invoices and thereby delaying payment to Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8 Labor Code Compliance. Contractor is aware of the requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code and applicable regulations which require the payment of prevailing wage rates (§1771, §1774, and §1775); employment of apprentices (§1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. The services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws.

8.1 Rates. These prevailing wage rates are on file with the City and are available online at http://www.dir.ca.gov/DLSR. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to perform the services described herein. The schedule of per diem wages

is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker, or any other third party.

8.2 Registration with DIR. Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform the services consistent with Labor Code section 1725.5.

8.3 Monitoring. This Agreement will be subject to compliance monitoring and enforcement by the DIR, under Labor Code section 1771.4.

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

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

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

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

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

To City:

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

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

To Contractor:

Anchor Transfer Service, Inc.
Attn: Jim Floyd Wise
25965 S. Tesla Court
Tracy, CA 95377

14. Miscellaneous.

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

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

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

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

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

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

14.6.1 Hazardous Materials. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of performing their services.

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

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

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

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

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

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

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

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

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

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

City of Tracy

By: Dan Arriola
Title: Mayor, City of Tracy

Date: _____

Attest:

April Quintanilla, City Clerk

Approved as to form:

Andrew Shen, InterimCity Attorney

Anchor Transfer Service, Inc.

DocuSigned by:
Sonya Wise
9CE503E58BAD47F...

By: Sonya Marie Wise
Title: Chief Executive Officer / Chief Financial Officer / Officer

Date: 6/23/2025 | 11:36 AM PDT

Federal Employer Tax ID No. 20-5409475

DocuSigned by:
Jim Wise
C0A8715D1EBA400...

By: Jim Floyd Wise
Title: Secretary / Officer

Date: 6/18/2025 | 3:09 PM PDT

Exhibits:

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

EXHIBIT A - Scope of Work

The scope of work generally includes the supply and delivery of base road rocks, loam, pipe bedding, and washed rock, described in EXHIBIT B at various locations within the City limit of Tracy.

Delivery Requirements

1. Products shall be delivered as ordered by a Public Works Department Superintendent or their designee.

2. The City reserves the right to add or delete delivery locations as required by its operations. Contractor shall not charge a zone price differential for delivery.

3. If an order is placed for a truck and trailer quantity to be delivered to a truck and trailer location and the Contractor elects to make that delivery in a vehicle of lesser capacity, the Contractor shall not charge more than truck and trailer prices.

4. All deliveries shall be Free On Board (F.O.B.) destination to delivery locations as required. No delivery charges shall be made.

5. All deliveries shall be made within 24-36 hours after order has been placed. All deliveries shall be from Monday through Saturday.

Delivery Location

1. All furnished products will be delivered to the following location, but are not limited to:

   Boyd Service Center
   520 N. Tracy Boulevard
   Tracy, California

   City may require periodic delivery at other locations within the city limits which will be determined as necessary.

Quantities

1. There shall be no guarantee of amount to be ordered during the period of the Agreement. The frequency of orders will be on an as-needed basis. The City shall order all materials in truckloads, which is measured by a 10-cubic yard container.

EXHIBIT B - Compensation

Fee Schedule	
Product	**Price per truckload**
3/4" base road rock	$ 825.00
Loam	$ 825.00
Pipe Bedding	$ 925.00
3/4" washed rock	$ 925.00

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

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1) **APPROVING THE EXECUTION OF A GENERAL SERVICES AGREEMENT WITH ANCHOR TRANSFER SERVICE, INC., A CALIFORNIA CORPORATION FOR THE SUPPLY AND DELIVERY SERVICES OF BASE ROAD ROCKS, LOAMS, PIPE BEDDINGS, AND WASHED ROCKS WITH AN INITIAL TERM OF THREE (3) YEARS AND A TOTAL NOT-TO-EXCEED AMOUNT OF $125,000 PER FISCAL YEAR; AND**
2) **AUTHORIZING AN ADMINISTRATIVE EXTENSION OF UP TO TWO (2) ADDITIONAL YEARS, CONTINGENT UPON SATISFACTORY PERFORMANCE AND BUDGET AVAILABILITY.**

WHEREAS, the City of Tracy (City) Public Works Operations and Utilities Divisions, along with the Parks Department, utilize aggregate materials and loam as foundational components for the maintenance of roads, sidewalks, underground infrastructure, parks, and basin banks; and

WHEREAS, it is neither cost-effective nor efficient for the Public Works and Parks maintenance staff to independently procure and transport aggregate, loam, and bedding materials for each project; and

WHEREAS, the City requires that the contractor provide both a reliable delivery method as well as all the necessary materials to various offsite locations and onsite at the Boyd Service Center (BSC) corporation yard; and

WHEREAS, on April 25, 2025, in accordance with the Tracy Municipal Code 2.20.180, the City issued a Notice Inviting Bids (NIB) for the supply and delivery of the base road rocks, loams, pipe beddings, and washed rocks; and

WHEREAS, Anchor Transfer Service, Inc. (Contractor) was the sole bidder to submit a proposal and was selected based on qualifications, experiences, local vendor preference, and ability to consistently provide the same products and services to the City since January 2019 in a satisfactory manner; and

WHEREAS, staff is requesting the City Council approves the execution of the General Services Agreement (GSA) with Contractor, in the form attached as Exhibit 1, for an initial term of three (3) years and in the annual not-to-exceed $125,000 per fiscal year; and

WHEREAS, staff is also requesting the City Council grant authority for an administrative extension of up to two (2) additional years, by the City Manager, contingent upon satisfactory performance and budget availability; and

WHEREAS, The costs associated with this agreement shall be shared amongst Parks and the various divisions within Public Works. Sufficient funding is available in the annual Operations and Maintenance budgets to cover these expenses; and

WHEREAS, this proposed Agreement will not result in a physical change in the environment, therefore, this action is not considered a project as defined by Section 21065 of the Public Resources Code; 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 General Services Agreement with Anchor Transfer Services, Inc. attached as Exhibit 1, for the initial term of three (3) years with a not-to-exceed amount of $125,000 per fiscal year; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy authorizes an administrative extension up to two (2) years, by the City Manager, contingent upon satisfactory performance and budget availability; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy finds the actions taken herein are not considered a Project defined by Section 21065 of the Public Resource Code and are exempt from CEQA (California Environmental Quality Act) requirements.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 19th day of August, 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

August 19, 2025

Agenda Item 1.D

RECOMMENDATION

Staff recommends that the City Council adopt a resolution declaring the parcel located at 516 E. 11th Street (APN 235-190-11) as exempt surplus land under Government Code Section 54221(f), and direct staff to transmit a copy of the resolution and written justification to the California Department of Housing and Community Development for review, in accordance with Surplus Land Act procedures.

EXECUTIVE SUMMARY

This item for consideration by the City Council is a resolution declaring real property (the Property) located at 516 E. Eleventh Street (APN 235-190-11) as "exempt surplus" property under Government Code Section 54221. The Surplus Lands Act of California Government Code Section 54221(f) requires that a legislative body must declare city-owned property to be "surplus land" or "exempt surplus land" before the agency can take any action (sale or lease) to dispose of the property. The City of Tracy had determined that the Property is no longer needed for any City public purpose.

Should the Council adopt the recommended resolution, staff will transmit a copy of the resolution and written justification to California Department of Housing and Community Development (HCD), as required under the SLA.

BACKGROUND AND LEGISLATIVE HISTORY

The California Surplus Land Act (SLA) has been in existence since 1968 and has been modified and interpreted over the years by case law and legislative amendments. Generally, the purpose of the SLA is to promote affordable housing development on unused or underutilized public land throughout the State to respond to the existing affordable housing crisis. In October of 2019, Governor Brown signed into law Assembly Bill 1486 & 1255 which amended the SLA in substantial ways. Specifically, the amendments strengthened the SLA in three basic ways: clarified the definitions regarding surplus property and exemptions; required a more specific process that agencies must complete before disposition of surplus properties; and empowered the HCD to administer the SLA, including promulgating guidelines. The amendments to the SLA adopted with AB 1486 and AB 1255 became effective January 1, 2020.

Surplus land is defined as land owned by any local agency (city, county, or district) that is no longer necessary for the agency's use. The SLA also requires that surplus land be declared as either "surplus land" or "exempt surplus land" by the respective legislative body, as an initial step. Once a legislative body has adopted such a declaration (either as a resolution or ordinance), it must be sent to HCD and no disposition can occur, even if a property is declared exempt surplus property, earlier than 30 days from the date of that transmittal. If a City-owned property is deemed to be "exempt," the City could proceed with disposition after the end of the thirty-day period.

The City of Tracy is the owner of the Property located at 516 E. Eleventh Street. The Property was acquired in 2016 through eminent domain for a Capital Improvement Project (CIP) intended to improve traffic safety and relieve congestion that has since been completed. The Property is

a remnant piece from the CIP that is no longer needed. The City Council must declare the Property to be “surplus land” or “exempt surplus land.”

ANALYSIS

City-owned land may be deemed either non-exempt surplus land or exempt surplus land under the California SLA. “Surplus land” refers to land owned by a local agency that is no longer necessary for the agency’s use. When a property is declared surplus, the City must follow a process including issuing a Notice of Availability (NOA) and negotiating with qualified housing entities before it can dispose of the property. “Exempt surplus land,” however, is land that is specifically excluded from these requirements based on criteria outlined in Government Code Section 54221(f).

Land is considered non-exempt surplus land when it is no longer needed for agency use and does not qualify under the exemptions listed under Government Code Section 54221(f). In those cases, the City must offer the property for affordable housing, park, and/or school use, negotiate in good faith with interested parties for at least 90 days, and notify HCD before final disposition. The 516 E. 11th Street parcel is not considered surplus land under this definition because it qualifies for exemption.

The Property is exempt surplus land because it satisfies two exemption criteria: (1) it is less than one-half acre in size, specifically 12,841 square feet or 0.29 acres, and (2) it is a former public right-of-way that is no longer needed for roadway purposes and is being proposed for conveyance to an adjacent property owner. Both conditions are explicitly listed under Government Code Section 54221(f)(1), allowing the City to bypass the full NOA and negotiation process otherwise required under the SLA.

Although the City no longer uses the Property, the statutory exemptions apply. Therefore, the Council may declare the parcel exempt surplus land by resolution and direct staff to submit the declaration to HCD. After a required 30-day review period, the City may proceed with the disposition.

FISCAL IMPACT

The value of the Property will be determined by the sale of the Property at fair market value.

STRATEGIC PLAN

This agenda item supports the City’s Governance Strategic Priority:

Goal 1: Model good governance, teamwork, and transparency.
Goal 2: Ensure short- and long-term fiscal health.

This agenda item also supports the Economic Development Strategic Priority:

Goal 1: Support business attraction and retention activities.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution declaring the parcel located at 516 E. Eleventh Street (APN 235-190-11) as exempt surplus land under Government Code Section 54221(f), and direct staff to transmit a copy of the resolution and written justification to the California Department of Housing and Community Development for review, in accordance with Surplus Land Act procedures.

Prepared by: Sheena Stephens, Economic Development Analyst
Jorge T. Barrera, JD, Economic Development Manager

Reviewed by: Sara Castro, Director of Finance
Forrest Ebbs, Director of Community and Economic Development
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2025-_____

DECLARING THE PARCEL LOCATED AT 516 E. 11TH STREET (APN 235-190-11) AS EXEMPT SURPLUS LAND UNDER GOVERNMENT CODE SECTION 54221(F), AND DIRECT STAFF TO TRANSMIT A COPY OF THE RESOLUTION AND WRITTEN JUSTIFICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR REVIEW, IN ACCORDANCE WITH SURPLUS LAND ACT PROCEDURES.

WHEREAS, the City of Tracy is the owner of real property located at 516 E. Eleventh Street, Tracy, California, identified as Assessor's Parcel Number 235-190-11 (the Property); and

WHEREAS, the Property was acquired by the City in 2016 through an eminent domain action for a Capital Improvement Project intended to improve traffic safety and relieve congestion along the Eleventh Street commercial corridor, which has since been completed; and

WHEREAS, the California Surplus Land Act (Government Code Section 54221, et seq.) requires that, prior to the disposal of City-owned land, the City Council must declare the land either "surplus land" or "exempt surplus land;" and

WHEREAS, Government Code Section 54221(f)(1) states that land less than one-half acre in size, and former right-of-way no longer needed for road purposes proposed for conveyance to an adjacent property owner, may be declared "exempt surplus land;" and

WHEREAS, the Property is approximately 12,841 square feet (0.29 acres), is former right-of-way, and is proposed for disposition to the adjacent property owner, qualifying it for exemption from the Surplus Land Act's standard disposal procedures; and

WHEREAS, based on the Staff analysis, the Property qualifies as exempt surplus land pursuant to Government Code Section 54221(f), and staff will submit the adopted resolution to the California Department of Housing and Community Development (HCD) at least thirty (30) days prior to any further action regarding the Property's disposition; now, therefore, be it

RESOLVED: That by the City Council of the City of Tracy hereby finds and declares that the Property located at 516 E. Eleventh Street (APN 235-190-11) qualifies as exempt surplus land under Government Code Section 54221(f); and be it

FURTHER RESOLVED: That the City Council of the City of Tracy authorizes staff to transmit a copy of this resolution to the California Department of Housing and Community Development no later than thirty (30) days prior to the disposition of the property.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 19th day of August 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

August 19, 2025

Agenda Item 1.E

RECOMMENDATION

Staff recommends that the City Council adopt an Ordinance;

(1) Approving an amendment to the Tracy Hills Specific Plan related to maximum building height in the Light Industrial Zone and the addition of Appendix E – Design Guidelines for the Tracy Hills Commerce Center (Application Number SPA21-0004); and

(2) Reflecting the City Council's determination on July 1, 2025 that based on the Environmental Impact Report that was certified by the City Council on April 5, 2016, for the Tracy Hills Specific Plan, and the Consistency Analysis and Environmental Checklist prepared by the City for the Tracy Hills Commerce Center Project in accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines, no further environmental document is required, Pursuant to CEQA Guidelines Sections 15162 and 15168(C)(2).

BACKGROUND AND LEGISLATIVE HISTORY

At its July 1, 2025, regular meeting, the City Council unanimously approved the introduction of this Ordinance on a first reading. Additional background regarding the proposed Ordinance is set forth in the staff report provided in connection with that item, also attached here for reference.

ACTION REQUESTED OF THE CITY COUNCIL

Approve and adopt this Ordinance on a second reading;

(1) Approving an amendment to the Tracy Hills Specific Plan related to maximum building height in the Light Industrial Zone and the addition of Appendix E – Design Guidelines for the Tracy Hills Commerce Center (Application Number SPA21-0004); and

(2) Reflecting the City Council's determination on July 1, 2025 that based on the Environmental Impact Report that was certified by the City Council on April 5, 2016, for the Tracy Hills Specific Plan, and the Consistency Analysis and Environmental Checklist prepared by the City for the Tracy Hills Commerce Center Project in accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines, no further environmental document is required, Pursuant to CEQA Guidelines Sections 15162 and 15168(C)(2).

Prepared by: Necy Lopez, Deputy City Clerk

Reviewed by: David Nefouse, City Attorney

Approved by: Arturo M. Sanchez, Assistant City Manager

Attachments:

A: Agenda Item 3.A from July 1, 2025, Regular Meeting

July 1, 2025

Agenda Item 3.A

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing, and upon its conclusion, consider the following actions:

1. **Introduce an ordinance (A) approving an amendment to the Tracy Hills Specific Plan related to maximum building height in the Light Industrial Zone and the addition of Appendix E – Design Guidelines for the Tracy Hills Commerce Center, Application Number SPA21-0004; and (B) determining that based on the Environmental Impact Report that was certified by the City Council on April 5, 2016, for the Tracy Hills Specific Plan, and the consistency analysis and environmental checklist prepared by the City for the Tracy Hills Commerce Center Project in accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines, no further environmental review is required, pursuant to CEQA Guidelines Sections 15162 and 15168(c)(2); and**

2. **Adopt a resolution (A) approving a Development Review Permit for the Tracy Hills Commerce Center Project, which includes construction of seven (7) industrial warehouse buildings ranging in size from approximately 117,907 square feet to approximately 355,116 square feet, totaling approximately 1.73 million square feet, and associated parking and landscaping areas, located at 29592 S. Corral Hollow Road, on approximately 97.45 acres at the southwest corner of Corral Hollow Road and the Delta Mendota Canal, Assessor's Parcel Number 253-020-23, Application Number D21-0012; (B) approving a Vesting Tentative Subdivision Map to create 16 parcels and a designated remainder parcel located at the southwest corner of Corral Hollow Road and the Delta Mendota Canal, totaling approximately 193.72 acres, Assessor's Parcel Numbers 253-020-23, 253-020-22, 253-020-21, and 253-020-20, Application Number TSM21-0003; and (C) determining that based on the Environmental Impact Report that was certified by the City Council on April 5, 2016, for the Tracy Hills Specific Plan, and the consistency analysis and environmental checklist prepared by the City for the Tracy Hills Commerce Center Project in accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines, no further environmental review is required, pursuant to CEQA Guidelines Sections 15162 and 15168(c)(2).**

EXECUTIVE SUMMARY

This agenda item is a public hearing to consider the Tracy Hills Commerce Center Project, which involves a proposed Tracy Hills Specific Plan Amendment, Development Review Permit, and a Vesting Tentative Subdivision Map for the construction of seven (7) industrial warehouse buildings located at the southwest corner of Corral Hollow Road and the Delta Mendota Canal.

The Planning Commission conducted public hearings on April 9, 2025, and May 28, 2025, to consider making a recommendation to the City Council for this project. Approximately 30 people spoke during public comments at the first meeting and over 40 people spoke at the second meeting. Most of the people spoke in opposition to the project, but some spoke in favor. Additionally, over 100 emails were submitted to the City in opposition to the project. Primary

concerns raised by the public were related to the warehouse land use, traffic, air quality, safety, light, and noise. A Planning Commissioner made a motion to recommend approval of this project, and the motion was seconded, but the motion failed by a Planning Commission vote of 2-3.

BACKGROUND AND LEGISLATIVE HISTORY

The Tracy Hills Specific Plan Area consists of approximately 2,767 acres located in the vicinity of Corral Hollow Road and Interstate 580. The Tracy Hills Specific Plan was originally approved and annexed to the City in 1998, which included certification of an Environmental Impact Report (EIR). On April 5, 2016, the City Council certified a Subsequent EIR and approved a General Plan Amendment and a comprehensive update to the Tracy Hills Specific Plan. Development of the Tracy Hills Specific Plan Area began after the 2016 update to the Specific Plan. The Tracy Hills Specific Plan includes zoning for multiple land uses, including approximately 1,870 acres of residential, 127 acres of commercial, and 336 acres of light industrial.

The Tracy Hills Commerce Center Project is located within the Tracy Hills Specific Plan Area at the southwest corner of Corral Hollow Road and the Delta Mendota Canal. The project site is designated Industrial by the City's General Plan and Light Industrial Zone by the Tracy Hills Specific Plan. The project site has been zoned for industrial development since the time of the original Tracy Hills Specific Plan being approved and annexed to the City of Tracy in 1998, and has remained unchanged, including with the comprehensive update to the Tracy Hills Specific Plan in 2016, and all subsequent amendments to the Specific Plan.

The developer first proposed an industrial development at this site in May 2020. The first project proposal was significantly larger than the current proposed project. Specifically, the first proposed project was 3.383 million square feet of warehousing, with cross-dock warehouses and an average size of 676,000 square feet per building. Cross-dock warehouses are warehouses with truck bays on both sides, allowing fast movement of goods in and out, and typically with a higher amount of truck trips. In the second half of 2020, staff and the developer worked collaboratively on 18 proposed revised site plans, resulting in a proposed December 2020 design of seven (7) buildings, with an average of 247,857 square feet per building spread across two (2) phases, totaling 3.351 million square feet of warehousing. In March 2021, the developer submitted the first formal project application, and the environmental and project review process began. Over the next two (2) years and ten (10) design revisions, the developer modified the proposed project further to delete the second phase of warehousing, lowering the proposed total project size to the present, proposed 1.728 million square feet total across seven (7) buildings, with no cross-dock buildings. In the next two (2) years, from 2023 to this year, the developer and staff completed the environmental and site plan review process.

ANALYSIS

Project Description

The Tracy Hills Commerce Center Project involves construction of seven (7) industrial warehouse buildings ranging in size from approximately 117,907 square feet to approximately 355,116 square feet, with an average of 247,857 square feet per building, totaling approximately 1.73 million square feet, and associated parking and landscaping areas, located on approximately 97.45 acres at the southwest corner of Corral Hollow Road and the Delta

Mendota Canal (Attachment A – Location Map). The project applications include a request for an amendment to the Tracy Hills Specific Plan (Application Number SPA21-0004), a Development Review Permit (Application Number D21-0012), and a Vesting Tentative Subdivision Map (Application Number TSM21-0003).

Tracy Hills Specific Plan Amendment

The proposed Tracy Hills Specific Plan Amendment, Application Number SPA21-0004, includes amending Table 2-6, Development Standards of the Light Industrial Zone District, by adding a new note "4" to allow the maximum building height of 45 feet to be exceeded by up to two (2) feet to achieve variation in parapet height for design purposes (Exhibit 1 of Attachment D – Tracy Hills Specific Plan Amendment).

In addition to the height limits of the Tracy Hills Specific Plan, the building heights of the Tracy Hills Commerce Center Project are also limited by FAA regulations due to the nearby Tracy Municipal Airport. The FAA has reviewed and approved the proposed building heights for the Tracy Hills Commerce Center Project.

The proposed Tracy Hills Specific Plan Amendment, Application Number SPA21-0004, also includes adding Appendix E – Tracy Hills Commerce Center Design Guidelines, which contains descriptions and exhibits of the overall project, and its site plan, conceptual building architecture, signage, circulation/pedestrian network, employee break areas, streetscape, preliminary landscape plan, lighting, and fencing. The reason for this part of the Specific Plan Amendment is that the Tracy Hills Specific Plan contains substantial details and design guidelines for Phase 1A (area between the California Aqueduct and I-580) and requires the Specific Plan to be amended by the City Council to provide a similar level of detailed project standards and requirements for each subsequent phase. City Council amendment of the Specific Plan is a legislative act, requiring City Council action by ordinance.

Development Review Permit

The Development Review Permit would allow construction of seven (7) new industrial warehouse buildings ranging in size from approximately 117,907 square feet to approximately 355,116 square feet, totaling approximately 1.73 million square feet, and associated parking and landscaping areas, located at 29592 S. Corral Hollow Road (Assessor's Parcel Number 253-020-23) on approximately 97.45 acres at the southwest corner of Corral Hollow Road and the Delta Mendota Canal, Application Number D21-0012 (Exhibit 2 of the Resolution – Development Review Permit Project Plans).

The site consists of a range of building sizes with smaller buildings grouped toward the eastern portion of the site along Corral Hollow Road and larger buildings in the middle and western portions of the site. The warehouse dock doors are generally oriented inward to the site, facing away from the public right-of-way. The warehouses are not cross-dock warehouses, with truck bays only on one side. Extended building corners are designed to naturally screen truck loading docks and doors, while enhanced landscaping islands at truck court entrances provide additional screening. The project also includes substantial landscaping along the perimeter of the site adjacent to the public right-of-way that will add visual interest, beautify the edge of the site, and aid in screening the buildings.

The proposed building elevations have been designed to include a range of materials such as enhanced entry canopies with glass and aluminum composite material (ACM) panels and tilt up concrete panels to create visual variety and attractive design features with a mix of complementary materials and colors. Employee break areas are provided near the end of each building and will include benches, tables, overhead shade structures, and screen plantings to define the outdoor space. The project is consistent with the General Plan designation of Industrial, the Tracy Hills Specific Plan designation of Light Industrial, the City's Zoning regulations and development standards, including parking and landscaping requirements, and the City's Design Goals and Standards.

Vesting Tentative Subdivision Map

The Vesting Tentative Subdivision Map would create sixteen parcels, and a designated remainder parcel located west of Corral Hollow Road between the Delta Mendota Canal and the California Aqueduct, totaling approximately 193.72 acres, Assessor's Parcel Numbers 253-020-23, 253-020-22, 253-020-21, and 253-020-20, Application Number TSM21-0003 (Exhibit 5 of the Resolution – Vesting Tentative Subdivision Map). A new public street running east to west bisects the Vesting Tentative Subdivision Map area. The Tracy Hills Commerce Center Project site is located north of the new public street.

The portion of the Vesting Tentative Subdivision Map for the Tracy Hills Commerce Center Project includes a parcel for each of the seven (7) warehouse buildings and associated parking areas and a parcel for each of the two (2) drainage basins. The Vesting Tentative Subdivision Map also includes land outside the Tracy Hills Commerce Center Project site, which consists of six (6) relatively smaller parcels along the western edge of Corral Hollow Road and a large parcel and a designated remainder parcel to the south of the new public street. These parcels outside the Tracy Hills Commerce Center site are separately owned and not being proposed for development, and will require separate, future City approvals and review under CEQA for any development. All parcels would have frontage on an adjacent public street or a private driveway access easement providing connection to a public street.

Planning Commission Action

The Planning Commission conducted public hearings on April 9, 2025, and May 28, 2025, to consider making a recommendation on this project to the City Council. During the April 9th Planning Commission meeting, presentations were given by staff and the applicant describing the details of the project. Approximately 30 people spoke during public comments, and most were opposed to the project. Additionally, over 100 emails were submitted to the City in opposition to the project. Primary concerns raised by the public were related to the warehouse land use, traffic, air quality, safety, light, and noise. Some speakers spoke in favor of the project, noting in part the expected construction and operations jobs. Following questions and comments by the Planning Commissioners, the Planning Commission voted 4-0 to continue this matter to a future date to allow more time to review the agenda materials. In response to concerns raised during the April 9th Planning Commission meeting, staff and the City's planning consultants prepared a memo for further clarification and to address a few key issues related to project design and lighting effects, traffic analyses, and air quality and air emissions (Attachment B – CEQA Clarifications Memo).

The Planning Commission public hearing for this project continued on May 28, 2025. Following

additional presentations by staff and the applicant, over 40 people spoke during public comments, and most were opposed to the project, expressing similar concerns as raised in the previous meeting, particularly land use compatibility, air quality, safety, noise, and traffic. Some speakers in favor made similar points as at the prior hearing, particularly noting the job opportunities created by the project. A Planning Commissioner made a motion to recommend approval of this project, and the motion was seconded, but the motion failed by a vote of 2-3.

FISCAL IMPACT

Development of this project would result in increased City revenues from higher property tax and potentially additional sales tax, depending on the tenants. Development of this project would also result in increased need for City services, such as Police and Public Works.

All administrative costs of processing this application were covered by application fees and a Cost Recovery Agreement with the applicant. The infrastructure construction costs of the proposed off-site improvements will be paid for by the developer.

PUBLIC OUTREACH / INTEREST

This agenda item was noticed in the local newspaper and public hearing notices were mailed to all owners of property within 300 feet of the subject site. The City received significant interest from the public regarding this project, as described in the Planning Commission section above.

COORDINATION

This development application was reviewed by multiple City Departments and the South San Joaquin County Fire Authority and other agencies, as part of the City's normal application review process. This staff report was prepared by the Community and Economic Development Department, Planning Division.

CEQA DETERMINATION

An Environmental Impact Report (EIR) was certified by the City Council on April 5, 2016, for the Tracy Hills Specific Plan. The City prepared an EIR Consistency Analysis and Environmental Checklist for the Tracy Hills Commerce Center Project in accordance with the provisions of the California Environmental Quality Act (CEQA) and the CEQA Guidelines to document the finding that none of the conditions or circumstances that would require preparation of a subsequent EIR, pursuant to Sections 15162 and 15168 of the CEQA Guidelines, exist in connection with the proposed Tracy Hills Commerce Center Project (Attachment C – EIR Consistency Analysis). Therefore, pursuant to Section 15168(c)(2), no further environmental review is required.

STRATEGIC PLAN

This project is related to the City Council's Strategic Plan for Economic Development, Goal 4: Attract businesses and jobs that meet the needs and desires of the community. The tenants of the Tracy Hills Commerce Center are still unknown, but the proposed buildings would be capable of accommodating a variety of advanced manufacturing businesses and other uses that might require skilled workers and provide higher paying jobs than typical warehouse uses.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council conduct a public hearing, and upon its conclusion, consider the following actions:

1. Introduce an ordinance (A) approving an amendment to the Tracy Hills Specific Plan related to maximum building height in the Light Industrial Zone and the addition of Appendix E – Design Guidelines for the Tracy Hills Commerce Center, Application Number SPA21-0004; and (B) determining that based on the Environmental Impact Report that was certified by the City Council on April 5, 2016, for the Tracy Hills Specific Plan, and the consistency analysis and environmental checklist prepared by the City for the Tracy Hills Commerce Center Project in accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines, no further environmental review is required, pursuant to CEQA Guidelines Sections 15162 and 15168(c)(2); and

2. Adopt a resolution (A) approving a Development Review Permit for the Tracy Hills Commerce Center Project, which includes construction of seven (7) industrial warehouse buildings ranging in size from approximately 117,907 square feet to approximately 355,116 square feet, totaling approximately 1.73 million square feet, and associated parking and landscaping areas, located at 29592 S. Corral Hollow Road, on approximately 97.45 acres at the southwest corner of Corral Hollow Road and the Delta Mendota Canal, Assessor's Parcel Number 253-020-23, Application Number D21-0012; (B) approving a Vesting Tentative Subdivision Map to create 16 parcels and a designated remainder parcel located at the southwest corner of Corral Hollow Road and the Delta Mendota Canal, totaling approximately 193.72 acres, Assessor's Parcel Numbers 253-020-23, 253-020-22, 253-020-21, and 253-020-20, Application Number TSM21-0003; and (C) determining that based on the Environmental Impact Report that was certified by the City Council on April 5, 2016, for the Tracy Hills Specific Plan, and the consistency analysis and environmental checklist prepared by the City for the Tracy Hills Commerce Center Project in accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines, no further environmental review is required, pursuant to CEQA Guidelines Sections 15162 and 15168(c)(2).

Prepared By: Scott Claar, Planning Manager

Reviewed by: Forrest Ebbs, Director of Community and Economic Development
Sara Castro, Director of Finance
Andrew Shen, Interim City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Location Map
Attachment B – CEQA Clarifications Memo
Attachment C – EIR Consistency Analysis
Attachment D – Proposed City Council Ordinance for Tracy Hills Specific Plan Amendment
Exhibit 1 – Tracy Hills Specific Plan Amendment

Item 3.A

Due to the size of the file, please click on the following link to access the attachments for Item 3.A of the regular City Council meeting agenda for July 1, 2025: 3.A-Attachments.

You may also type the following URL into your web browser: https://www.cityoftracy.org/home/showpublisheddocument/20801

Please contact the City Clerk's Office at (209) 831-6105 with any questions.

APPROVED AS TO FORM

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

ORDINANCE NO. _____

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1) APPROVING AN AMENDMENT TO THE TRACY HILLS SPECIFIC PLAN RELATED TO MAXIMUM BUILDING HEIGHT IN THE LIGHT INDUSTRIAL ZONE AND THE ADDITION OF APPENDIX E – DESIGN GUIDELINES FOR THE TRACY HILLS COMMERCE CENTER (APPLICATION NUMBER SPA21-0004); AND

2) DETERMINING THAT BASED ON THE ENVIRONMENTAL IMPACT REPORT THAT WAS CERTIFIED BY THE CITY COUNCIL ON APRIL 5, 2016, FOR THE TRACY HILLS SPECIFIC PLAN, AND THE CONSISTENCY ANALYSIS AND ENVIRONMENTAL CHECKLIST PREPARED BY THE CITY FOR THE TRACY HILLS COMMERCE CENTER PROJECT IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND THE CEQA GUIDELINES, NO FURTHER ENVIRONMENTAL DOCUMENT IS REQUIRED, PURSUANT TO CEQA GUIDELINES SECTIONS 15162 AND 15168(c)(2).

WHEREAS, the Tracy Hills Specific Plan Area consists of approximately 2,767 acres located in the vicinity of Corral Hollow Road and Interstate 580; and

WHEREAS, the Tracy Hills Specific Plan was originally approved and annexed to the City in 1998, which included certification of an Environmental Impact Report (EIR); and

WHEREAS, on April 5, 2016, the City Council certified a Subsequent EIR and approved a General Plan Amendment and a comprehensive update to the Tracy Hills Specific Plan; and

WHEREAS, the Tracy Hills Specific Plan includes zoning for multiple land uses, including approximately 1,870 acres of residential, 127 acres of commercial, and 336 acres of light industrial; and

WHEREAS, on March 30, 2021, a development application was submitted for the Tracy Hills Commerce Center Project, which includes a proposed amendment to the Tracy Hills Specific Plan (Application Number SPA21-0004); and

WHEREAS, the Tracy Hills Commerce Center Project is located in an area designated Industrial by the General Plan and Light Industrial by the Tracy Hills Specific Plan; and

WHEREAS, the Tracy Hills Commerce Center Project consists of construction of seven industrial warehouse buildings ranging in size from approximately 117,907 square feet to

approximately 355,116 square feet, totaling approximately 1.73 million square feet, and associated parking and landscaping areas, located at 29592 S. Corral Hollow Road (Assessor's Parcel Number 253-020-23) on approximately 97.45 acres at the southwest corner of Corral Hollow Road and the Delta Mendota Canal; and

WHEREAS, the proposed Tracy Hills Specific Plan Amendment includes amending Table 2-6, Development Standards of the Light Industrial Zone District, by adding a new note "4" to allow the maximum building height of 45 feet to be exceeded by up to two feet to achieve variation in parapet height; and

WHEREAS, the proposed Tracy Hills Specific Plan Amendment also includes adding Appendix E – Tracy Hills Commerce Center Design Guidelines, which includes descriptions and exhibits of the overall site plan, conceptual building architecture, signage, circulation/pedestrian network, employee break areas, streetscape, preliminary landscape plan, lighting, and fencing; and

WHEREAS, based on the Environmental Impact Report (EIR) that was certified by the City Council on April 5, 2016, for the Tracy Hills Specific Plan, the City prepared a Consistency Analysis and Environmental Checklist for the Tracy Hills Commerce Center Project in accordance with the provisions of the California Environmental Quality Act (CEQA) and the CEQA Guidelines to document the finding that none of the conditions or circumstances that would require preparation of a subsequent EIR, pursuant to Sections 15162 and 15168 of the CEQA Guidelines, exist in connection with the proposed Tracy Hills Commerce Center Project, and therefore, pursuant to Section 15168(c)(2), no further environmental document is required; and

WHEREAS, the Planning Commission considered this matter at a duly noticed public hearing held on April 9, 2025, and following extensive public comments, the Planning Commission voted 4-0 to continue the public hearing to a future date to allow more time to review the agenda materials; and

WHEREAS, the Planning Commission considered this matter at a duly noticed and continued public hearing held on May 28, 2025, and following extensive public comments, a Planning Commissioner made a motion to recommend that the City Council introduce and adopt the ordinance to approve the proposed Tracy Hills Specific Plan Amendment, and the motion was seconded, but the motion failed by a vote of 2-3; and

WHEREAS, the City Council considered this matter at a duly noticed public hearing held on July 1, 2025.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TRACY DOES ORDAIN AS FOLLOWS:

SECTION 1 RECITALS. The City Council 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 COMPLIANCE. Based on the Environmental Impact Report (EIR) that was certified by the City Council on April 5, 2016, for the Tracy Hills Specific Plan, and the Consistency Analysis and Environmental Checklist prepared by the City for the Tracy

Hills Commerce Center Project in accordance with the provisions of the California Environmental Quality Act (CEQA) and the CEQA Guidelines, the City Council hereby finds that none of the conditions or circumstances that would require preparation of a subsequent EIR, pursuant to Sections 15162 and 15168 of the CEQA Guidelines, exist in connection with the proposed Tracy Hills Commerce Center Project, and therefore, pursuant to Section 15168(c)(2), no further environmental document is required.

SECTION 3 TRACY HILLS SPECIFIC PLAN AMENDMENT. The City Council hereby approves the Tracy Hills Specific Plan Amendment related to maximum building height in the Light Industrial Zone and the addition of Appendix E – Design Guidelines for the Tracy Hills Commerce Center, Application Number SPA21-0004, as shown in **Exhibit 1** hereto.

SECTION 4 SEVERABILITY. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional.

SECTION 5 EFFECTIVE DATE. This Ordinance shall become effective upon the thirtieth (30th) day after final adoption.

SECTION 6 PUBLICATION. The City Clerk is directed to publish this Ordinance in a manner required by law.

SECTION 7 CODIFICATION. This Ordinance shall not be codified in the Tracy Municipal Code.

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

The foregoing Ordinance _____ was introduced at a regular meeting of the Tracy City Council on the 1st day of July 2025, and finally adopted on the _____ day of _____ 2025, by the following vote:

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

_____
DAN ARRIOLA
Mayor of the City of Tracy

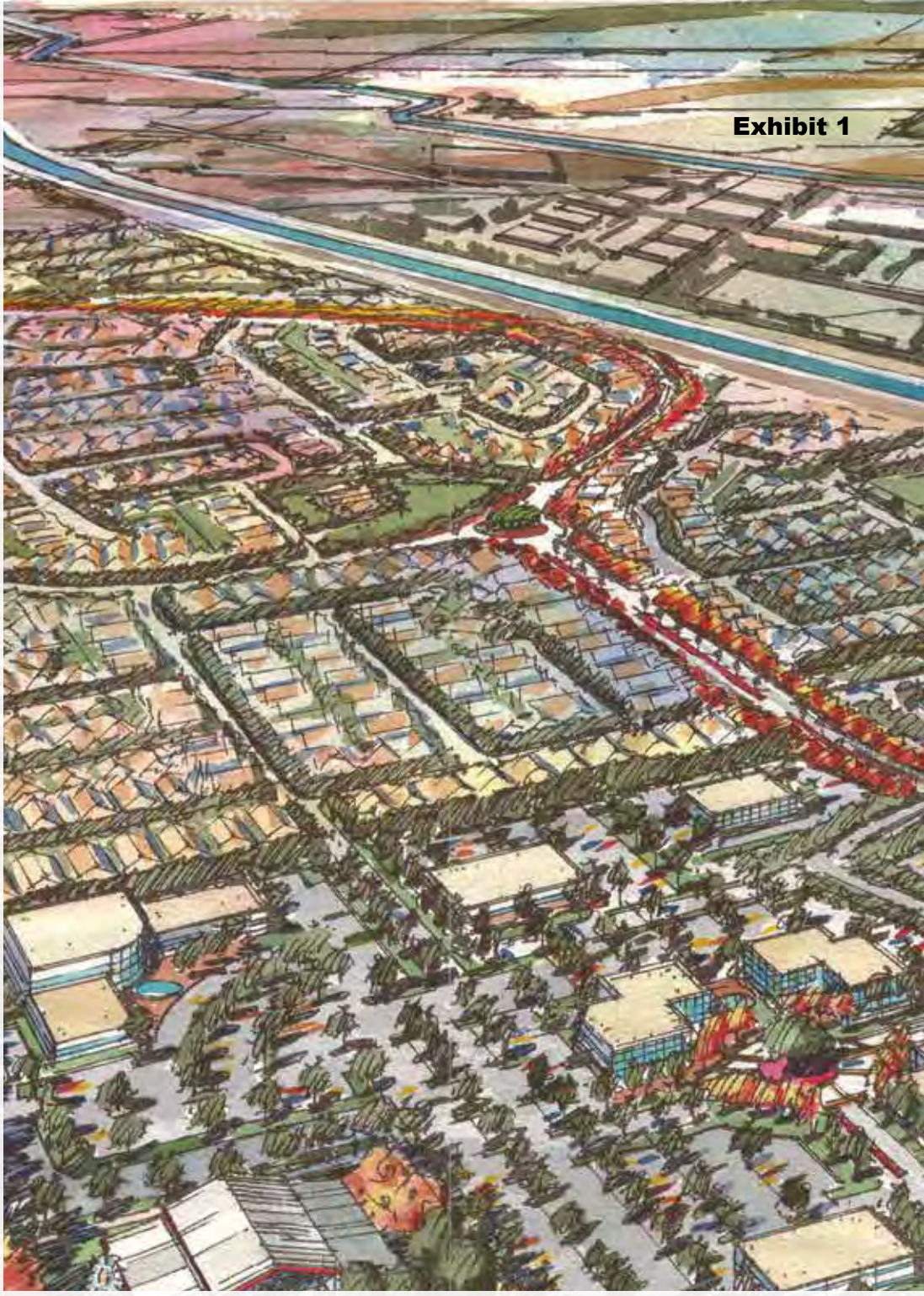
ATTEST: _____
APRIL B. A. QUINTANILLA
City Clerk and Clerk of the Council of the City of Tracy
Date of Attestation: _____

Exhibit 1 – Tracy Hills Specific Plan Amendment

TRACY



Exhibit 1



TRACY HILLS

Tracy Hills Specific Plan

Approved April 5, 2016 (City Council Resolution 2016-063)

Amendments incorporated herein:
Amended June 18, 2019 (Ordinance 1270)
Amended June 2, 2020 (Ordinance 1286)
Amended August 18, 2020 (Ordinance 1294) Amended November 17, 2020 (Ordinance 1298, 1301, 1302) Amended July 6, 2021 (Ordinance 1312)
Amended November 2, 2021 (Ordinance 1319)

DRAFT Amendment for Tracy Hills Commerce Center

5 ADMINISTRATION 5-1

5.1 THE PERMIT PROCESS 5-1

5.1.1 Tracy Hills Design Guidelines 5-1
5.1.2 Development Review 5-1
5.1.3 Conditional Use Permits 5-1
5.1.4 Tentative Maps 5-1
5.1.5 180-Acre Open Space Area 5-2
5.1.6 Development Phases other than Phase 1A 5-2

APPENDIX

A KT PROJECT A-1
B COMMUNITY GATEWAY ICON B-1
C PHASE 1B C-1
D PHASE 2 ..... D-1
E TRACY HILLS COMMERCE CENTER DESIGN GUIDELINES E-1

TABLE 2-6
DEVELOPMENT STANDARDS - LIGHT INDUSTRIAL ZONING DISTRICT

Development Standard	Light Industrial Zoning District
Maximum Lot Coverage	No Requirement
Minimum Lot Size	(1)
Minimum Lot Width	(1)
Minimum Front Yard Setback (2)	No Requirement
Minimum Interior Side Yard Setback (2)(3)	No Requirement
Minimum Street Side Yard Setback (2)	No Requirement
Minimum Rear Yard Setback (2)(3)	No Requirement
Maximum Building Height	45 feet(4)

(1) No subdivision or lot line adjustment shall be approved or lots otherwise created with size or dimensions rendering it incapable of meeting the land use, public utilities, or development standards of this Specific Plan.

(2) Any building / structure shall maintain minimum setbacks from the following pipelines: (refer to figure 1-4, Existing Conditions, for general location of pipeline easements)

- Phillips 66: minimum 16.25 feet from the edge of the pipeline easement
- Shell: minimum 10 feet from the edge of the pipeline easement
- PG&E and Chevron: minimum 15 feet from the edge of northeast side the pipeline easement and minimum 20 feet from the edge of the southwest side of the pipeline easement.

(3) No Requirement, except when adjacent to a residential zone, in which case 15 feet shall be required. Such yards shall be increased by 4 feet for every story above the ground floor, or 10 feet in height above 25 feet, whichever is less.

(4) The maximum height of a building may be exceeded by no more than two feet (2') to achieve variation in parapet height.

Appendix E

Tracy Hills Commerce Center Design Guidelines

March 21, 2025

Prepared by:

DB+A

DAVID BABCOCK + ASSOCIATES
ARCHITECTURE LANDSCAPE PLANNING
3581 MT. DIABLO BLVD., SUITE 235
LAFAYETTE, CALIFORNIA 94549
T: 925.283.5070

APPENDIX E
Tracy Hills Commerce Center Design Guidelines

1. PURPOSE AND SCOPE

The design guidelines contained in Section 3.4 of the Tracy Hills Specific Plan apply Specific Plan-wide; however, implementation details are only shown for Phase 1A. The purpose of Appendix E is to provide design guidelines and implementation details for the phase known as the Tracy Hills Commerce Center (herein referred to as the "Project"). The design guidelines for the Tracy Hills Commerce Center include descriptions and exhibits to define and illustrate the following components:

- Overall Site Plan
- Conceptual Building Architecture
- Commerce Center Signage
- Circulation/Pedestrian Network
- Employee Break Areas
- Streetscape
- Preliminary Landscape Plan
- Lighting
- Fencing

2. LOCATION AND PROJECT DESCRIPTION

Primary access to the Tracy Hills Commerce Center would be from Interstate 580 at the Corral Hollow Road exit which includes on/off ramps in both the east and west bound directions. The Project is located approximately 1-mile north of Interstate 580 and is adjacent to the Delta Mendota Canal to the north, Corral Hollow Road to the east, and the proposed "New Public Road" to the south, see Figure E-1. The Tracy Hills Commerce Center will consist of seven (7) industrial buildings ranging from approximately 117,000 to 350,000 square feet, totaling an estimated 1.73 million square feet. The overall Project Floor Area Ratio (FAR) is approximately 40%, which provides for the necessary site circulation, vehicle parking, and landscaping required by the City.

3. OVERALL SITE PLAN

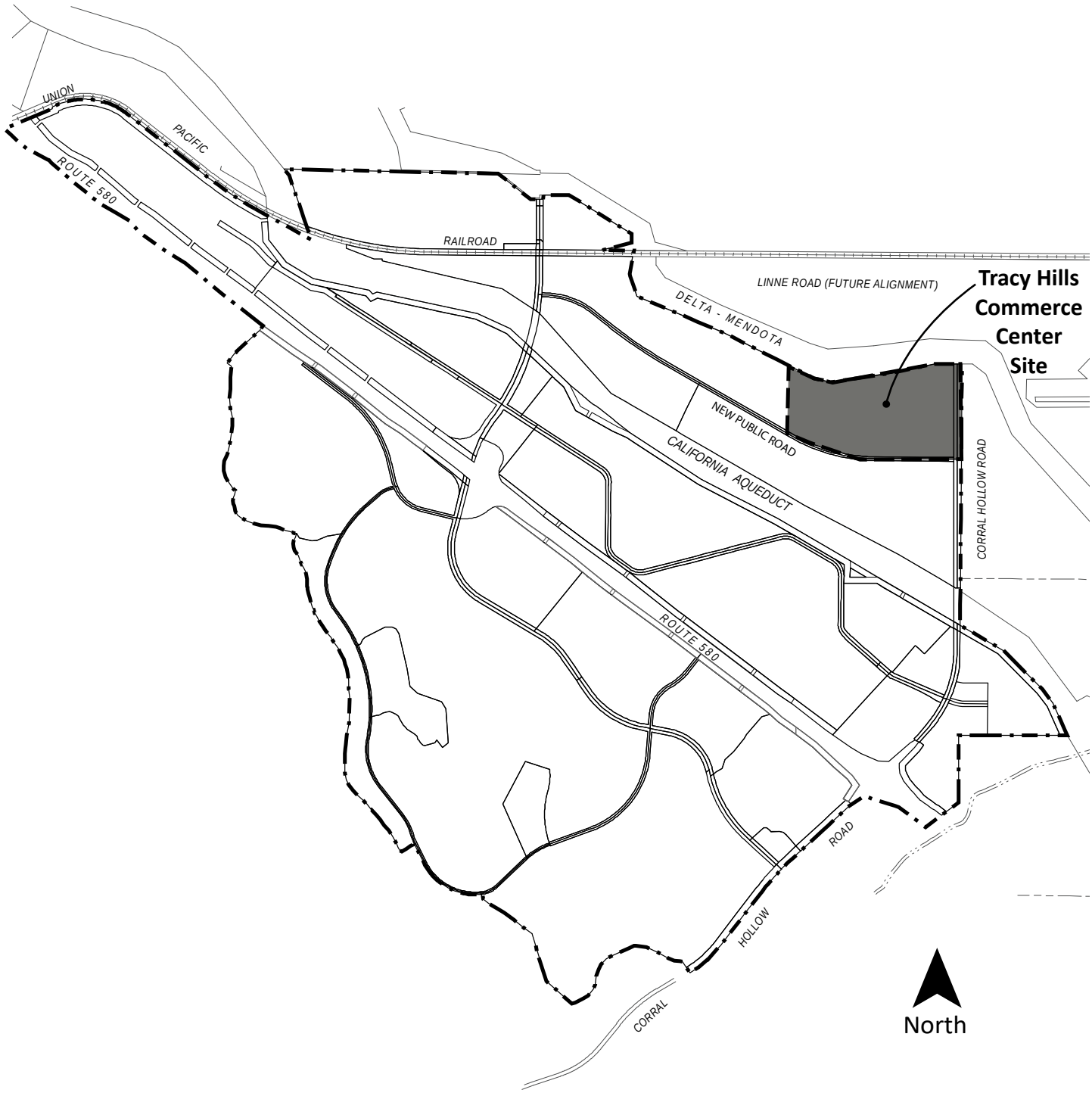
The site consists of a range of building sizes with smaller buildings grouped toward the eastern portion of the site along Corral Hollow Road and larger buildings at the mid and western portions of the site, see Figure E-2. Buildings range in size from approximately 117,000 to 350,000 square feet with the main street access to the buildings from Corral Hollow Road and "New Public Road".

Private driveways between Buildings 2 and 3, between Buildings 4, 5, and 7, and between Buildings 6 and 7 and the properties east and west identified as "Not a Part" will provide for both vehicle and truck and trailer circulation and access. Vehicle parking is located at employee entrances at each end of the building and along one long side of the building. Extended building corners are designed to naturally screen truck loading docks and doors, while enhanced landscaping islands at truck court entrances provide additional screening.

Employee break areas are provided near the end of each building and will include benches, tables, overhead shade structures, and screen plantings to define the outdoor space. Fencing and sliding gates will be located at each of the truck and trailer courts to provide security for each building.

4. CONCEPTUAL BUILDING ARCHITECTURE

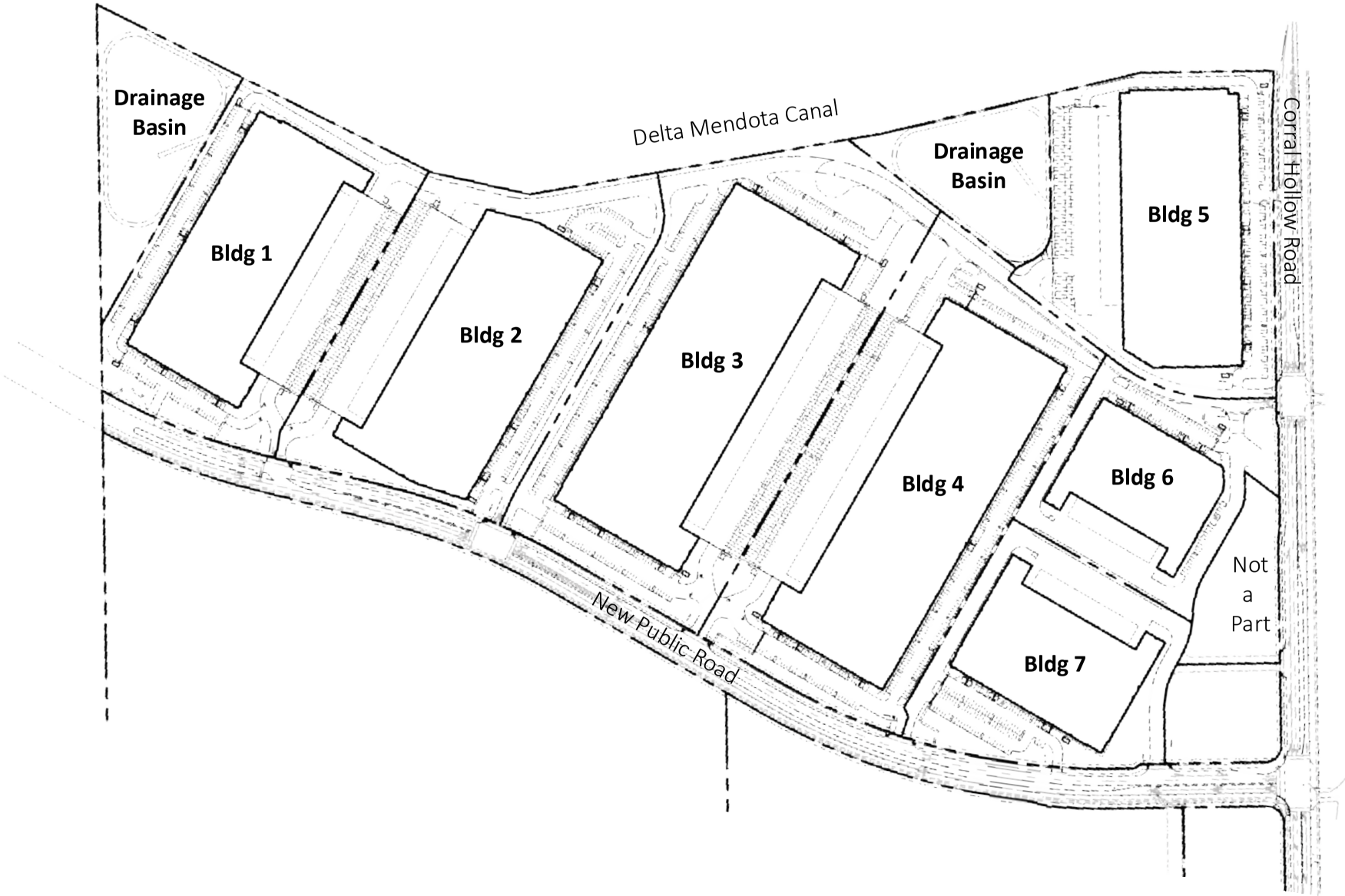
The conceptual building elevations have been designed to include a range of materials such as enhanced entry canopies with glass and aluminum composite material (ACM) panels and tilt up concrete panels to create visual variety, see Figure E-3. Generally, the building entrances have greater architectural detailing and are designed with occupant use in mind. As such, building design considerations include scale, wall massing, dock doors, and simple (rectangular) changes in parapet wall height, score lines, and paint colors to create visual interest. Figure E-4 presents the conceptual building design and view from the streetscape along "New Public Road" at Building 4.



TRACY HILLS

TRACY HILLS COMMERCE CENTER
Appendix E

Figure E-1
Location Map



Source: HPA Architecture

Figure E-2
Overall Site Plan



Source: HPA Architecture



Source: HPA Architecture

Figure E-4
Conceptual Building Architecture Rendering

5. COMMERCE CENTER SIGNAGE

The Tracy Hills Specific Plan envisioned a variety of residential uses for Phase 1A. The signage concepts developed as part of Phase 1A included residential design characteristics and typical materials used with residential development.

Signage for the Project will build upon that character and design intent established with Phase 1A, but will also introduce architectural elements, details, colors, materials, and fonts, that are more consistent with industrial development and the building design for the Tracy Hills Commerce Center.

The sign design standards contained in this criterion have been developed to identify the Project, list individual building tenants, and provide wayfinding and on-site circulation. Signage for the Project will consist of a project entry sign, monument signs, directional signs, and building signs. See Figure E-5 for sign locations. All signs will be illuminated to facilitate safe nighttime wayfinding.

1. Project Entry Signage

Identifies the primary entry for the entire Project. No tenant information will be incorporated on the project entry sign, see Figure E-6.

Project Entry Signage Standards

a. Height: 6-foot dark vertical design element;
b. Wall length: 15 feet (overall);
c. Sign area (excluding gray vertical design element) not to exceed 45 square feet;
d. Number of signs: one (1); and
e. No tenant information allowed.

2. Monument Signage

Identifies the building tenants at driveway entries, see Figure E-7.

Monument Signage Standards

a. Monument signs shall not exceed 32 square feet in area (excluding a base of up to two feet in height);
b. Monument signs shall be located a minimum of 10 feet away from a public right-of-way and shall not exceed 6 feet in height, including the base;
c. Maximum monument sign width shall not exceed 8 feet;
d. Monument signs shall not obstruct vehicular sight lines, as set forth in the Tracy Municipal Code;
e. Single building tenants will be allowed the entire monument signage area;
f. Multi-tenant building's signage shall be divided by the total number of businesses in the building;
g. Logo elements are allowed on signage panels when the height of the signage panel is 1-foot 6-inches or greater only.

3. Wayfinding/Directional Signage.

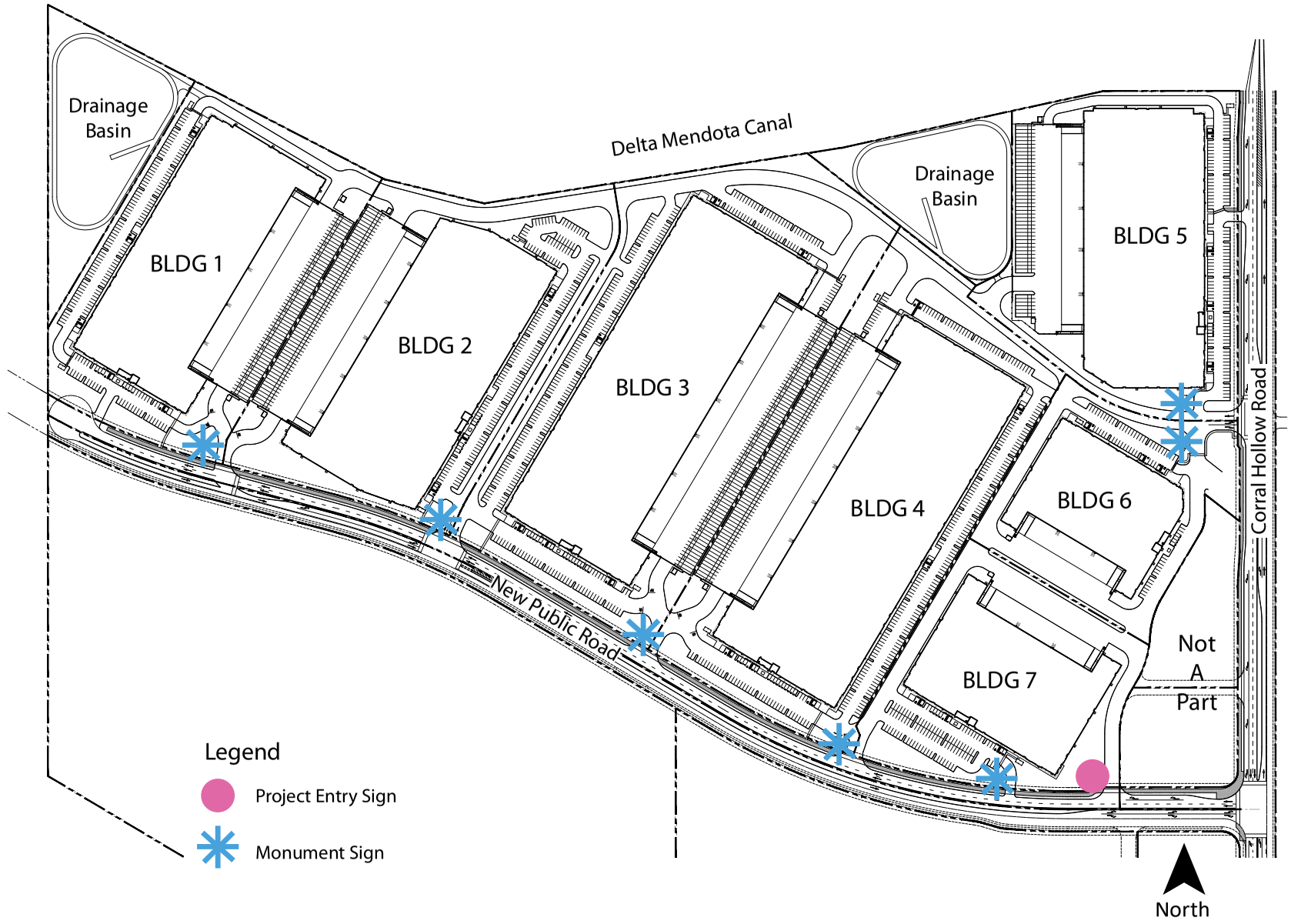
Wayfinding/directional signs will assist visitors with on-site wayfinding and denote the location of business entries and to assist with on-site vehicle circulation, see Figure E-8.

Directional Signage Standards

a. The maximum sign area shall be 9 square feet with sign area dimensions of 3 feet tall x 3 feet wide. Directional signs shall have a maximum overall height of 6 feet, which includes a 3-foot high base.
b. Signs may be single or double faced depending on sign location.
c. Directional signs will be located at a minimum of 10 feet from the public right of way or property line within the landscape planting areas or hardscape areas. These signs will generally be located at interior driveways and intersections to assist customers with wayfinding to each business within the Project.

4. Building Signage.

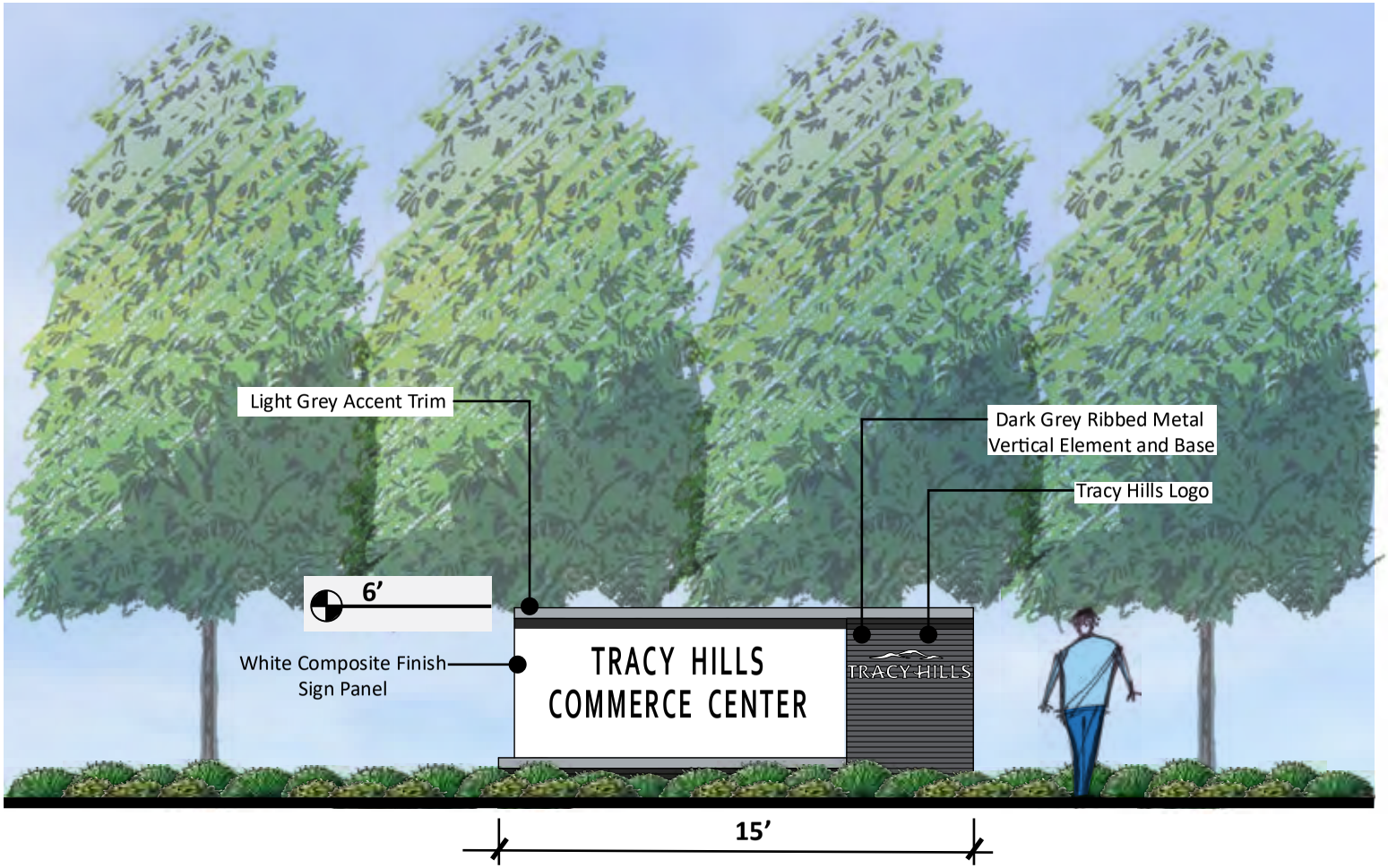
Building signage will be designed and permitted based on the requirements set for in the Tracy Municipal Code.

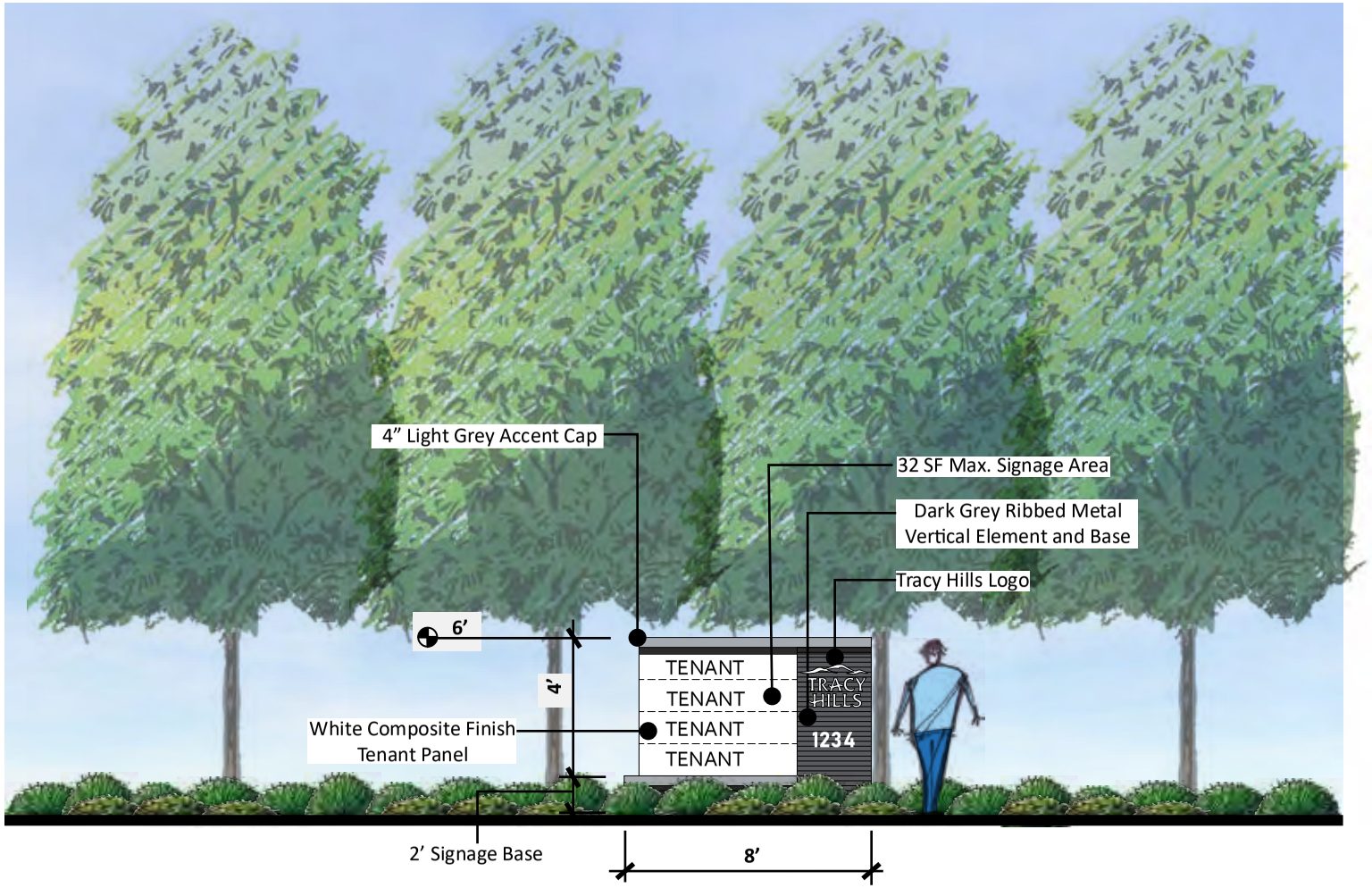


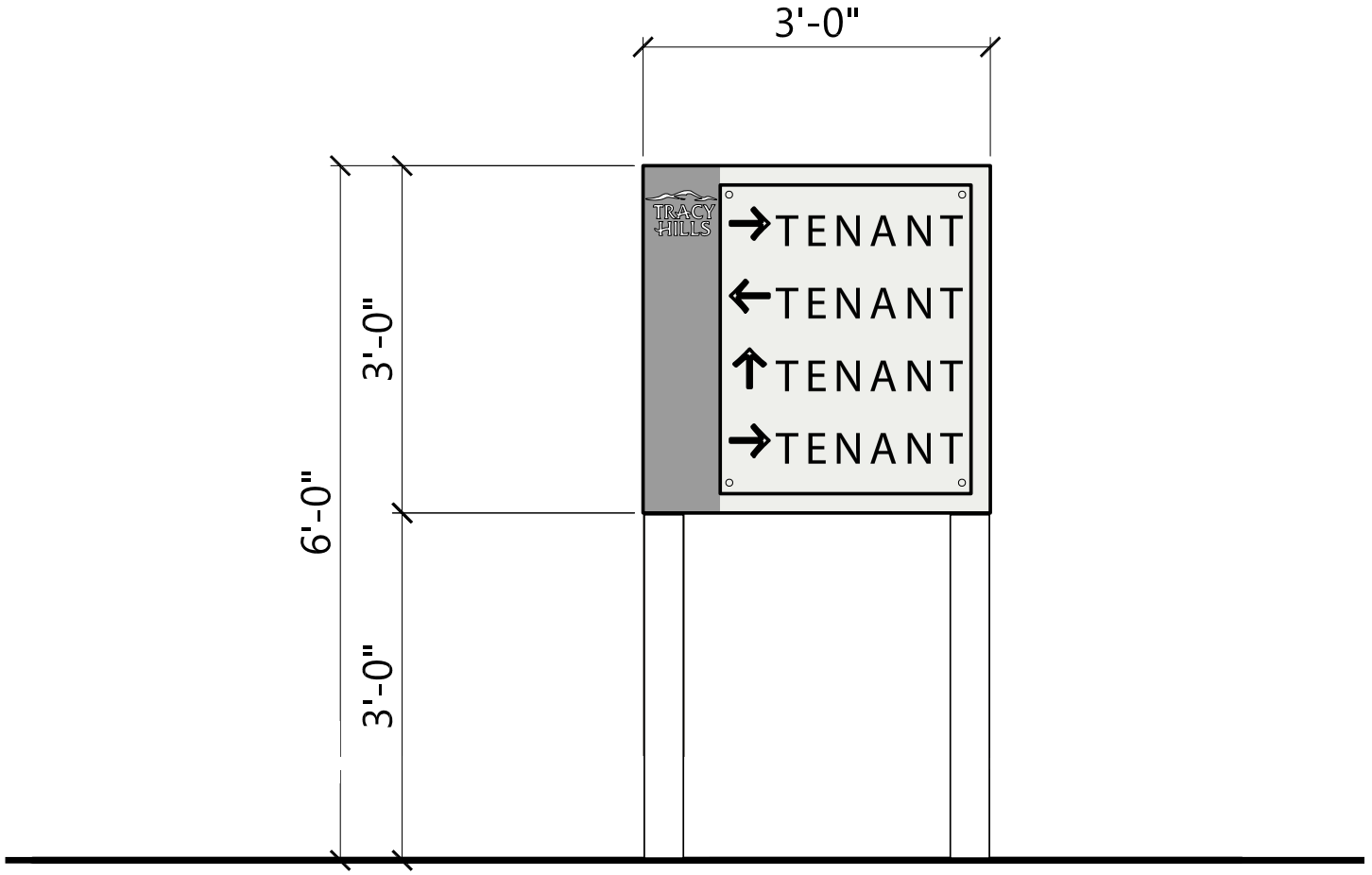
TRACY HILLS

TRACY HILLS COMMERCE CENTER
Appendix E

Figure E-5
Signage Location Plan


Light Grey Accent Trim
Dark Grey Ribbed Metal
Vertical Element and Base
Tracy Hills Logo
6’
White Composite Finish
Sign Panel
TRACY HILLS
COMMERCE CENTER
TRACY HILLS
15’


4" Light Grey Accent Cap
32 SF Max. Signage Area
Dark Grey Ribbed Metal
Vertical Element and Base
Tracy Hills Logo
6'
4'
TENANT
TENANT
TENANT
TENANT
TRACY HILLS
1234
White Composite Finish
Tenant Panel
2' Signage Base
8'



FRONT ELEVATION

6. CIRCULATION/PEDESTRIAN NETWORK

Corral Hollow Road along the eastern boundary of the Project will include street improvements along with two signalized intersections to provide the main access to the site, see Figure E-9. New Public Road as well as internal private driveways will also be required to provide access from Corral Hollow Road to the Project and will include two signalized intersections, see Figure E-10.

An 89-foot four Lane Major Arterial with a median will extend north along the property frontage from New Public Road. The street section will include 2 lanes in each direction, a right hand turn lane, a median, and a 5.5-foot sidewalk along the eastern portion of the street. The street section along the western property frontage will include a 10-foot Class 1 Bikeway and a 5-foot landscape planter adjacent to the curb, see Figure E-11.. The frontage will include an additional right turn pocket for a majority frontage to allow turning movements to the northernmost driveway and New Public Road. From the northern property boundary, the roadway will include an approximately 150-foot taper where it will match the exiting street improvements at the bridge over the Delta Mendota Canal.

Corral Hollow Road south of the New Public Road will be improved to a 84-foot four lane Major Arterial and will extend approximately 275 feet south from the center line of New Public Road, The section will include 2 lanes in each direction, a median, and a 5.5-foot sidewalk along eastern street section. The western frontage will include a 10-foot Class 1 Bikeway along the western street section and a 5-foot landscape planter adjacent to the curb, see Figure E-12.. An approximately 650-foot taper will extend from the full street section improvements as described above to match with the existing street improvements to the south.

New Public Road will extend along the southern boundary of the site and include a 99-foot four lane Major Arterial with median providing access to the project from Corral Hollow and to provide future access for development to the west of the Project, see Figure E-13. Two full access signalized intersections are proposed from the New Public Road to provide driveway access and internal circulation to the site.

40-foot private driveways will provide internal access to the buildings and truck courts, see Figure E-14. One private driveway will extend from the proposed signalized intersection at Corral Hollow west along the northern portion of Buildings 1 – 6, turning south between Building 2 and 3 before looping back to connect to the New Public Road. Two additional private driveways will be located between Buildings 4, 5, and 7 and between Buildings 6 and 7 and the properties to the east identified as “Not a Part.”

Pedestrian Network

The Project will include a pedestrian network of separated sidewalks along both public streets, see Figure E-15. Corral Hollow Road will include a 10-foot Class 1 Bikeway on the west side of the arterial. The proposed street along the southern project boundary will also include 10-foot Class 1 Bikeway on the north side of the arterial. Both these street sidewalk improvements will provide for connectivity to the Project, with the adjacent projects in Tracy Hills Specific Plan Area, and will complete a portion of the City-wide bike and pedestrian network.

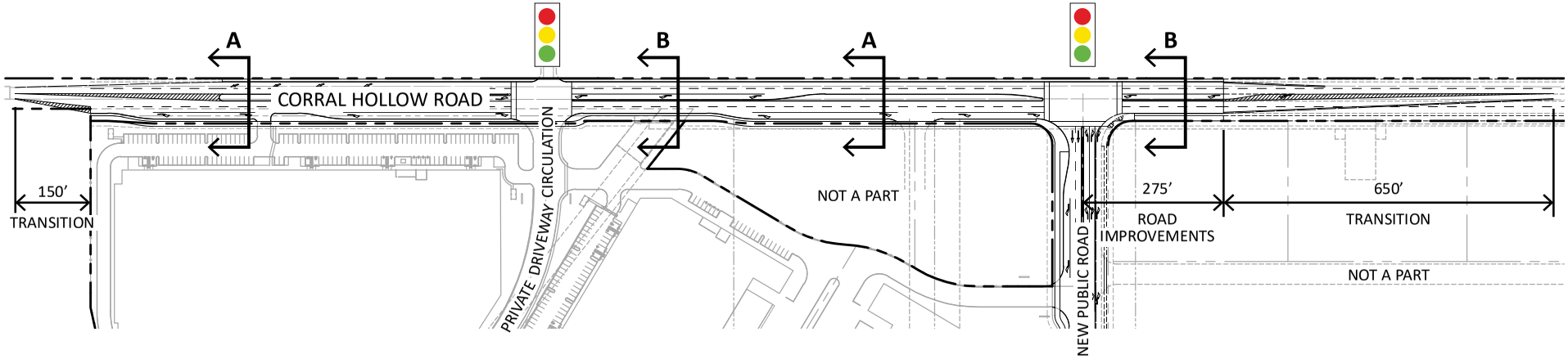
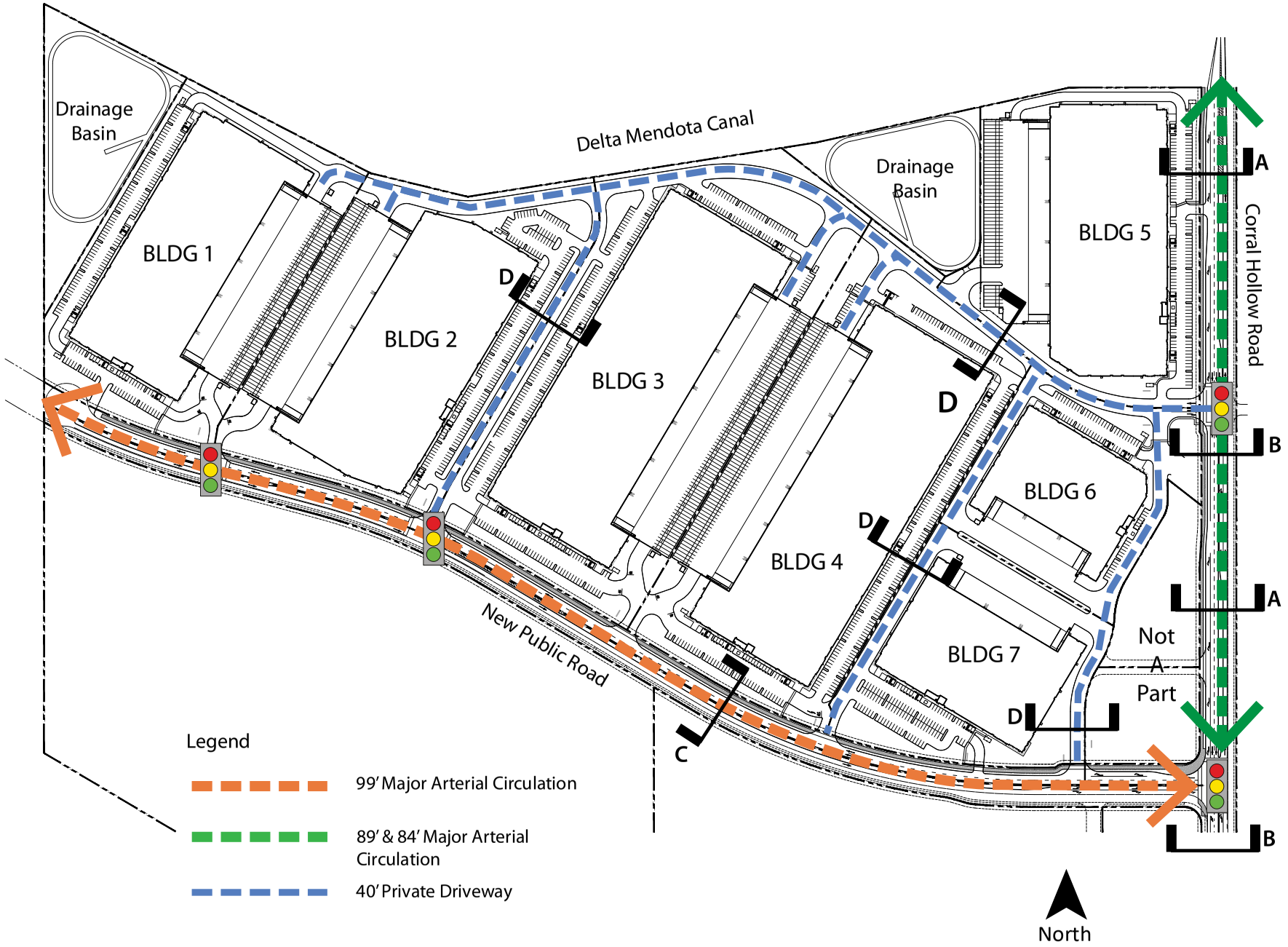
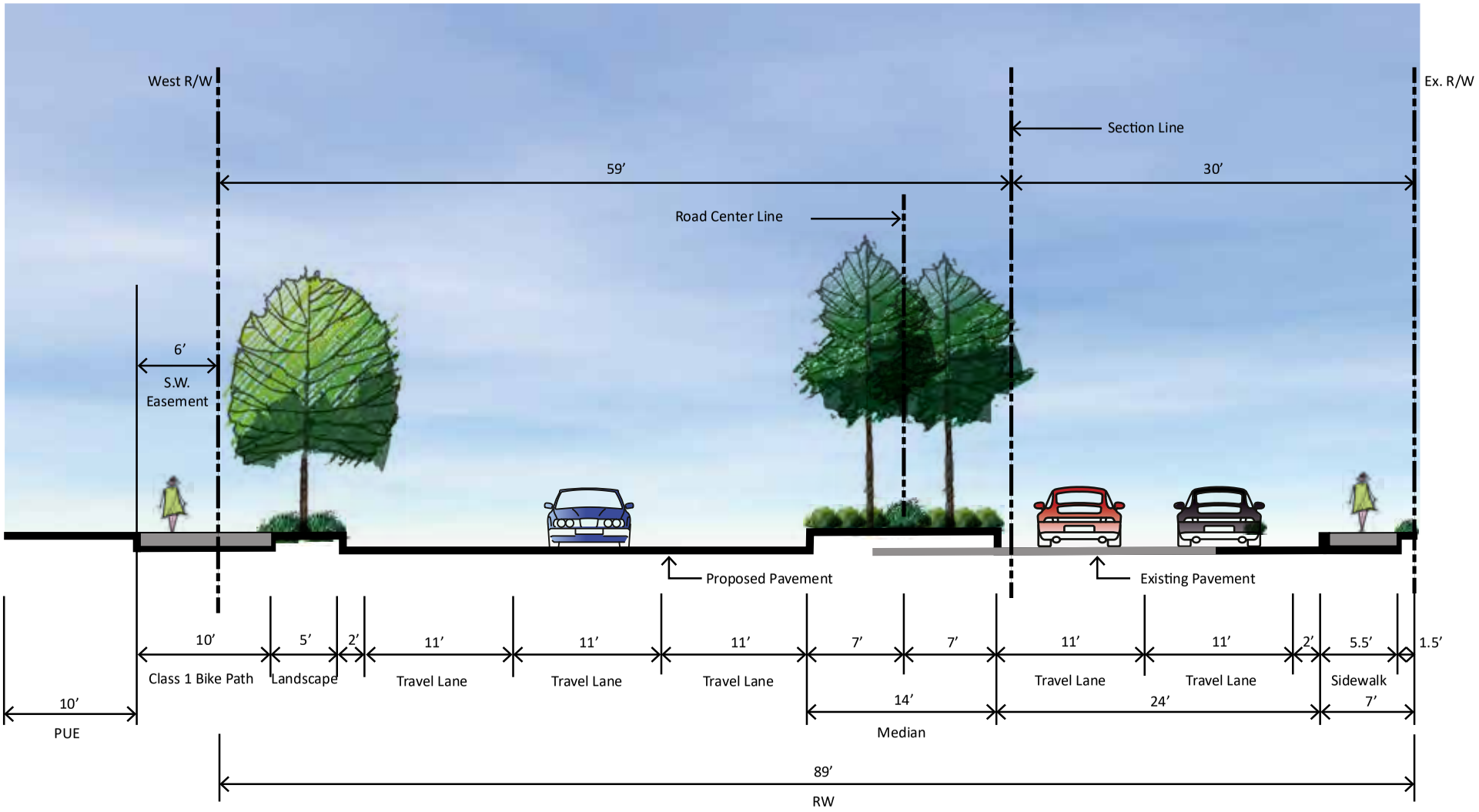
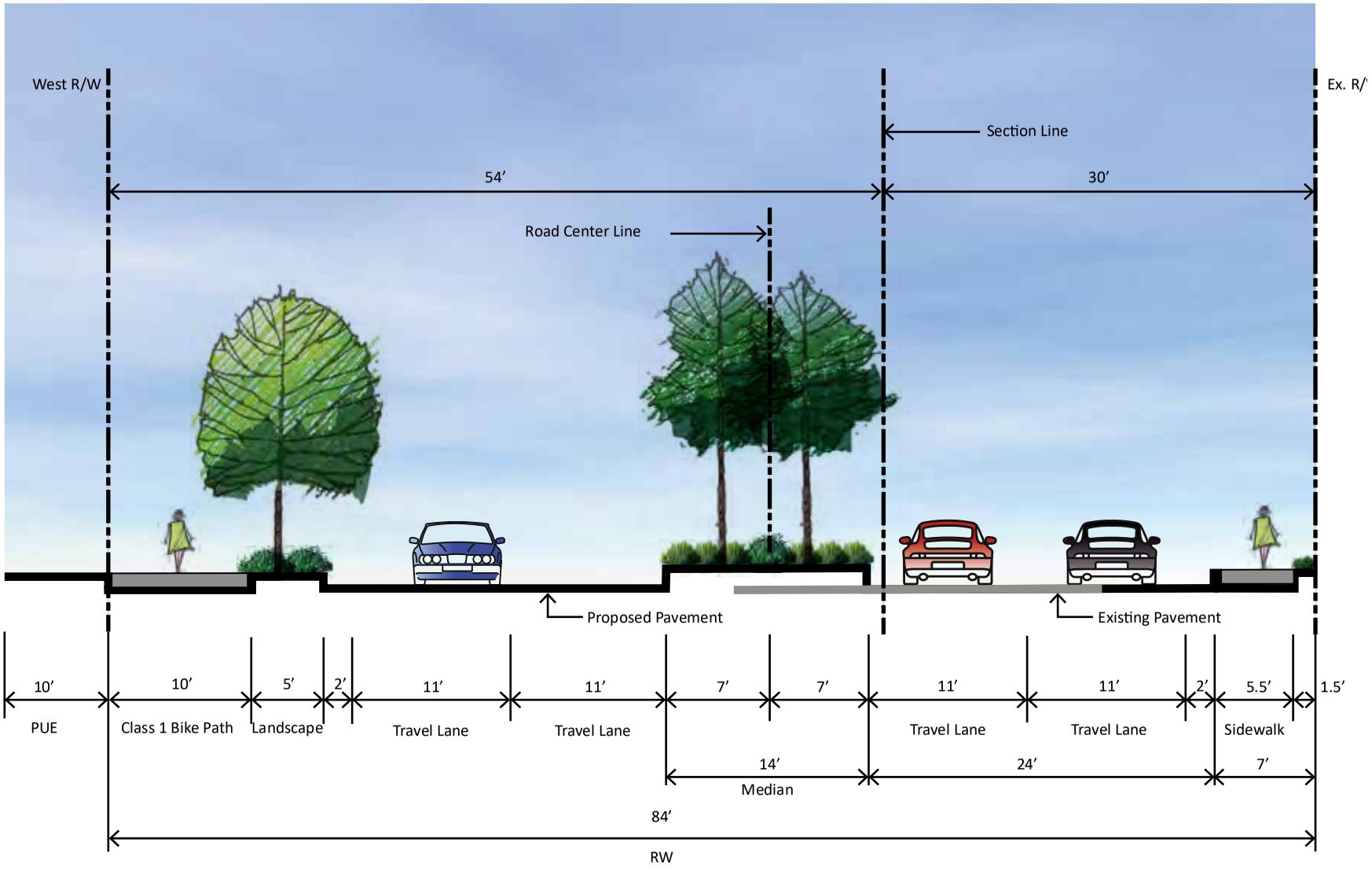


Figure E-9
Corral Hollow Road Improvements


Drainage Basin
Delta Mendota Canal
Drainage Basin
BLDG 1
BLDG 2
BLDG 3
BLDG 4
BLDG 5
BLDG 6
BLDG 7
Corral Hollow Road
New Public Road
A
B
C
D
Not A Part
Legend
99' Major Arterial Circulation
89' & 84' Major Arterial Circulation
40' Private Driveway
North

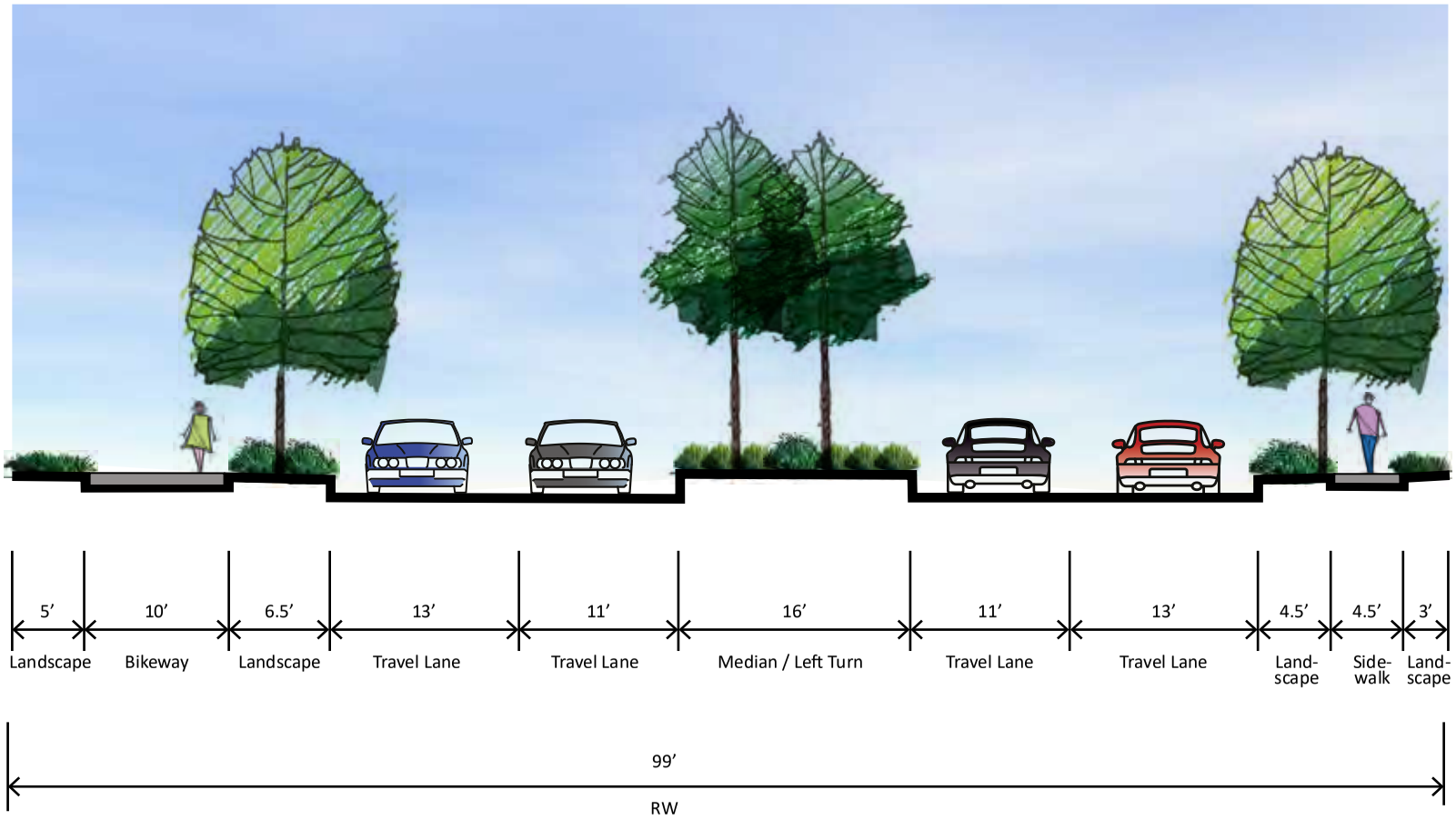


Corral Hollow Road
(Ultimate Build-Out)
Section A



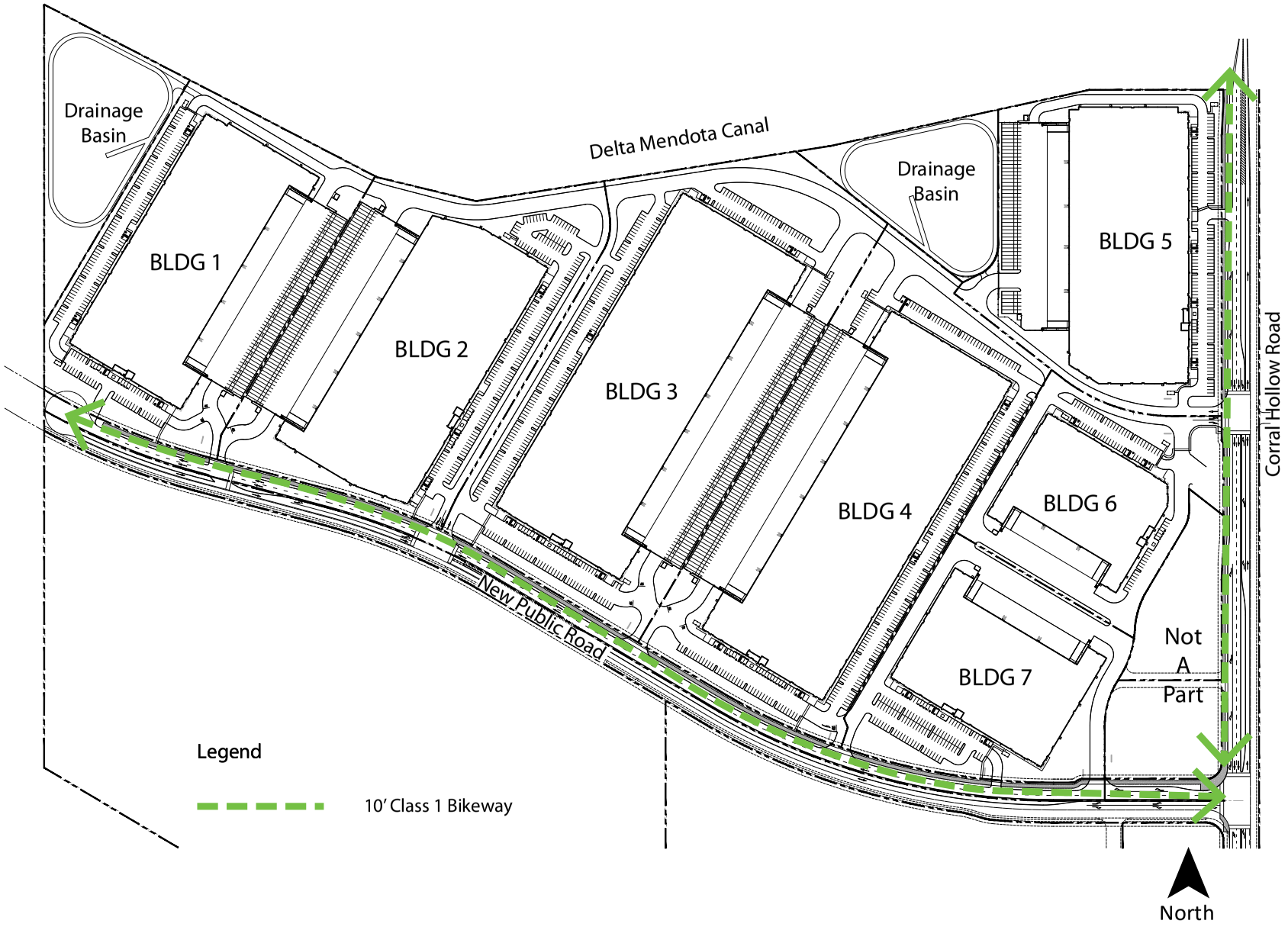
Corral Hollow Road
(Ultimate Build-Out)
Section B

Tracy Hills
Commerce Center



New Public Road
(Ultimate Build-Out)
Section C


40’
Private Driveway



TRACY HILLS

TRACY HILLS COMMERCE CENTER
Appendix E

Figure E-15
Pedestrian Plan

7. EMPLOYEE BREAK AREAS

The Project includes 12 employee break areas that are generally located adjacent to the office buildings to allow employees easy access to outdoor space, see Figure E-16. Crosswalks and/or sidewalks will provide safe pathways to the break areas which will include tables, seating, and an overhead trellis structure for shade. The area surrounding each of the break areas will be landscaped with large and medium shrubs and trees to create a more private and sheltered area for employees and to also provide for a natural wind break, see Figure E-17.

8. STREETSCAPE

The site plan for the Project and architectural building design place the office functions of the buildings along both Corral Hollow and New Public Road. The building elevations along these streetscape frontages feature architectural detailing and building offsets, added variation in materials and colors, and a higher glass to wall ratio to create a more visually interesting streetscape. Extended building corners are designed to naturally screen truck loading docks and doors, while enhanced landscaping island at truck court entrances provides additional screening.

The Project also includes a generous landscape planting design within the public streetscape frontages. A 25-foot setback from the right of way along Corral Hollow Road consists of low to medium shrubs, perennials and grasses and tree plantings that will assist in screening the parking lot and will also help to soften the scale of the building fronting the street. A similar landscape design is continued along the New Public Road public right of way. The setback from the right of way along New Public Road varies from approximately 16 feet to 30 feet and will consist of a similar design as the Corral Hollow Road with low to medium shrubs, perennials and grasses and tree plantings at the buildings, parking, and truck courts.

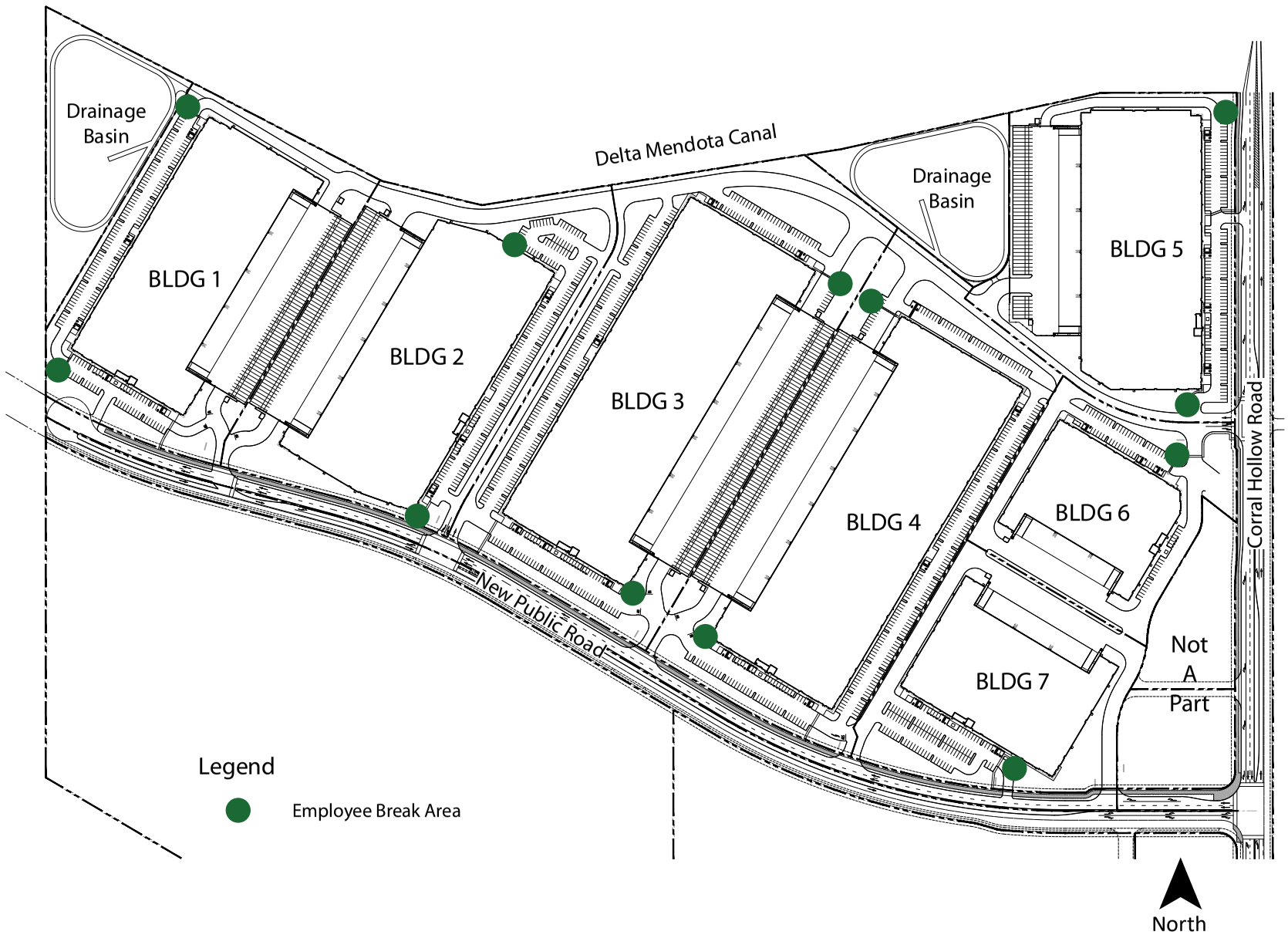
9. PRELIMINARY LANDSCAPE PLAN

The Preliminary Landscape Plan consists of variety of trees, shrubs, and understory planting that will add color and texture to the Project, see Figure E-18 and E-19. A formal row of trees will be planted along the streets and will include flowering accent trees at the driveway entries to denote access points to the Project and buildings. Behind the street tree planting, informal groupings of trees will be planted adjacent to the parking lots and in the planting islands at the ends of the buildings. Planting islands at the truck court entrances of Buildings 1 and 2, and Buildings 3 and 4, will be planted with grouping of trees and large shrubs to help soften views of the truck docks and trailer parking. Due to the use and space needed to maneuver trucks and trailers, landscaping is not proposed within the truck courts.

The plant list for the Project has been developed to complement the overall character of the Tracy Hills Specific Plan area, while also responding to the landscape requirements for industrial development, see Figure E-20.

The landscape has been designed with consideration of seasonal change in the trees and shrubs and includes a mix of deciduous and evergreen plants to create a visually interesting appearance year-round. The following items should be considered in the landscape design process:

- Use a single street tree theme for the street network.
- Incorporate formal landscape planting along the streetscape and create a more informal appearance within the Project interior.
- Provide large groupings of shrub massings and understory planting to create a more visually interesting and cohesive landscape.
- Design the landscape to anticipate tree spacing to avoid conflicts with street lighting.
- Interior lighting design should provide proper illumination for safety purposes.
- Include California native and drought tolerate species to encourage water conservation and reduce irrigation needs.



TRACY HILLS

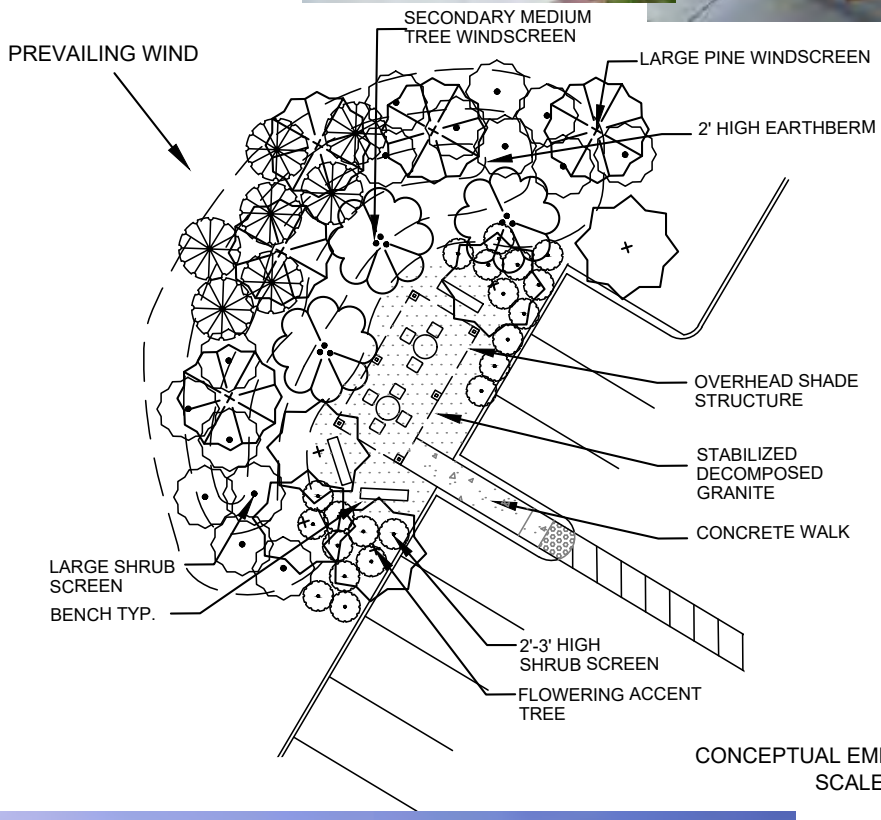
TRACY HILLS COMMERCE CENTER
Appendix E

Figure E-16
Employee Break Area Plan

FURNISHINGS

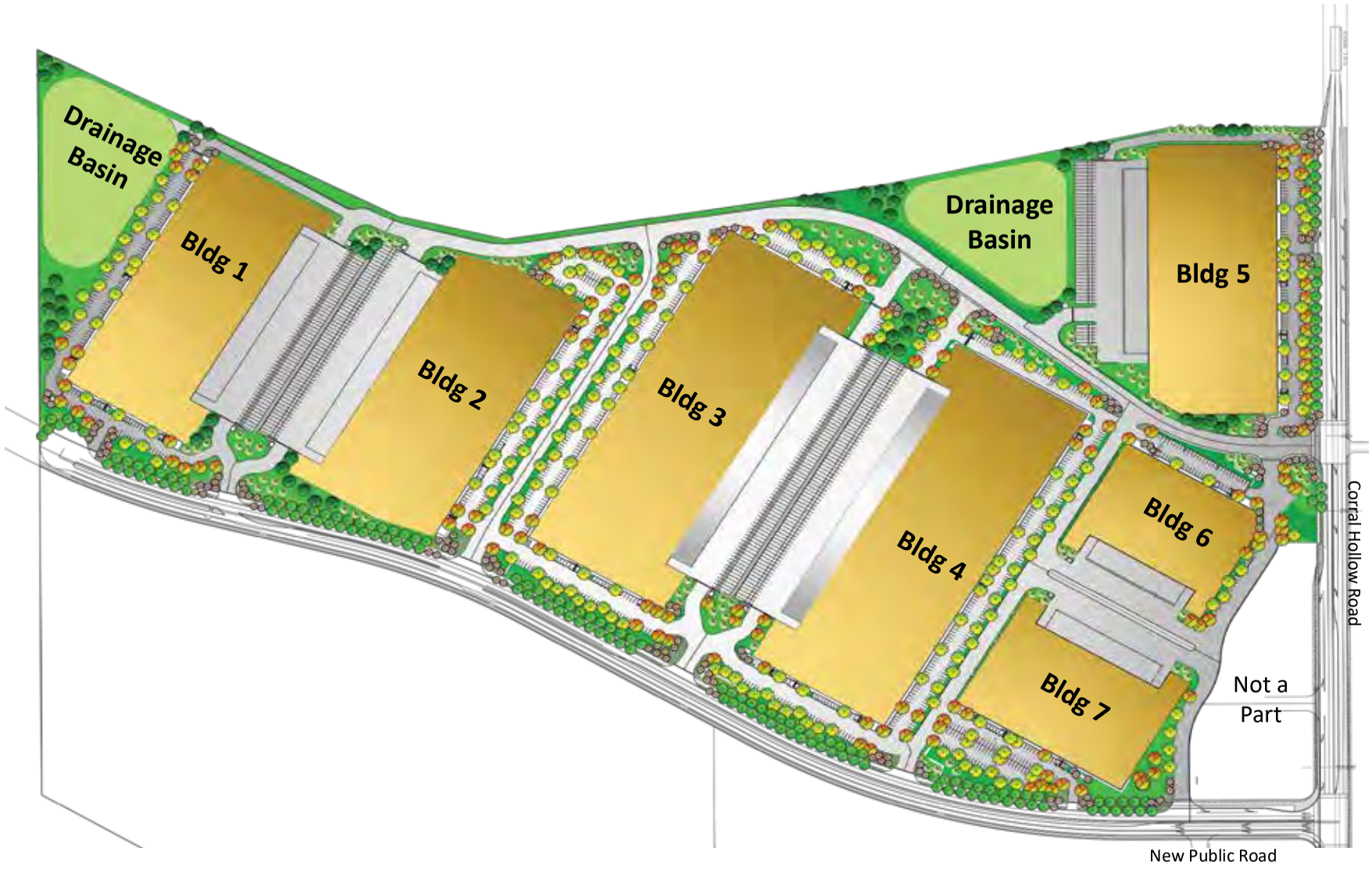






CONCEPTUAL EMPLOYEE BREAK AREA
SCALE: 1"=20'

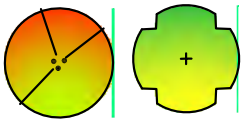



Drainage Basin
Bldg 1
Bldg 2
Bldg 3
Drainage Basin
Bldg 5
Bldg 4
Bldg 6
Bldg 7
Not a Part
Corral Hollow Road
New Public Road

LANDSCAPE LEGEND



LARGE EVERGREEN
CONIFER



LARGE DECIDUOUS
TREE



MEDIUM BROADLEAF EVERGREEN
TREE



STREET TREE PER TRACY HILLS MASTERPLAN



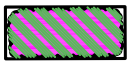
FLOWERING
ACCENT TREE



LOW TO MEDIUM SHRUBS FLOWERING w/
ACCENT PERENNIALS & GRASSES



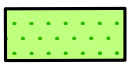
LOW FRONTAGE PLANTING w/ SHRUBS, GRASSES
& PERENNIALS PLANTING 1'- 4' TALL w/ ROCK
ACCENT AREAS



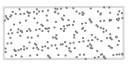
PROJECT ACCENT PLANTING FLOWERING SHRUBS &
GROUND-COVERS, PERENNIAL ACCENT.
DECOMPOSED GRANITE w/ BOULDER ACCENTS



SCREEN AND FOUNDATION PLANTING
TALL SCREEN SHRUBS 6' +



SEEDED PER NATIVE BIO-RETENTION
GRASSES HYDROSEED MIX



ROCK MULCH IN TRUCK
TRAILER ACCESS AREA

PRELIMINARYPLANT LIST

"N" CA NATIVE	BOTANICAL NAME	COMMON NAME	SIZE	WATER REGIME /ZONE	MATURE HABIT
	STREET TREES				
	PLATANUS X ACERIFOLIA	LONDON PLANE TREE	24" BOX	L	60' X 30'
	ULMUS P. 'DRAKE"	DRAKE ELM	24" BOX	L	40' X 40'
	ZELKOVA S. "VILLAGE GREEN'	VILLAGE GREEN ZELKOVA	24" BOX	L	40' X 40'
	ACER BUERGERONUM	TRIDENT MAPLE	24" BOX	L	40' X 40'
	GINKGO 'AUTUMN GOLD'	MAIDENHAIR TREE	24" BOX.	L	30' X 30'
	QUERCUS ILEX	HOLLY OAK	24" BOX	L	40' X 40'
	DECIDUOUS TREES				
	PLATANUS X ACERIFOLIA	LONDON PLANE TREE	24" BOX	L	60' X 30'
	PISTACIA C. 'KEITH DAVEY'	CHINESE PISTACHE	24" BOX	L	50' X 40'
	ULMUS 'FRONTIER'	FRONTIER ELM	24" BOX	L	50' X 60'
	QUERCUS ILEX	HOLLY OAK	24" BOX	L	40' X 40'
	QUERCUS RUBRA.	RED OAK	24" BOX.	L	40' X 40'
	GINKGO 'AUTUMN GOLD'	MAIDENHAIR TREE	24" BOX.	L	30' X 30'
	LAURUS N.'SARATOGA'	BAY LAUREL	24" BOX.	L	15' X 15'
	ZELKOVA S. "VILLAGE GREEN'	VILLAGE GREEN ZELKOVA	24" BOX	L	40' X 40'
	ULMUS P. 'DRAKE"	DRAKE ELM	24" BOX	L	40' X 40'
	NYSSA SYLVATICA	SOUR GUM	24" BOX	L	25' X 25'
	MEDIUM EVERGREEN TREE				
	OLEA 'SWAN HILL'	FRUITLESS OLIVE	24" BOX.	VL	20' X 20'
	LAURUS N. "SARATOGA'	SWEET BAY	24" BOX	L	25' X 20'
	LARGE EVERGREEN TREE				
	CEDRUS DEODARA	DEODAR CEDAR	24" BOX.	L	40' X 40'
N	QUERCUS WISLIZENII	INTERIOR LIVE OAK	24" BOX	VL	50' X 50'
	PINUS ELDARICA	AFGHAN PINE	24" BOX	L	50' X 50'
	FLOWERING TREE				
	LAGERSTROMIA INDICA	CRAPE MYRTLE	24" BOX	L	VARIES - STANDARD
N	CERCIS OCCIDENTIALIS	WESTERN REDBUD	24" BOX.	L	20' X 20' - STANDARD
	KOELREUTERIA BIPINNATA	CHINESE FLAME TREE	24" BOX	M	25' X 25'
	EVERGREEN SCREENING SHRUBS				
	DODONAEA VISCOSA 'PURPUREA'	HOPBUSH	5 GAL.	L	10' X 10'
	HETEROMELES ARBUTIFOLIA	TOYON	5 GAL.	VL	15' X 10'
	ARCTOSTAPHYLOS D. 'HOWARD MC MINN'	MANZANITA	5 GAL.	L	8' X 8'
N	CEANOTHUS 'RAY HARTMAN'	CA. LILAC	5 GAL.	L	8' X 8'
	ELAEAGNUS PUNGENS	SILVERBERRY	5 GAL.	L	8' X 8'
	ARBUTUS U. 'OKTOBERFEST'	DWARF STRAWBERRY	5 GAL.	L	6' X 6'
	XYLOSMA SENTICOSA	SHINY XLOSMA	5 GAL.	L	8' X 8'
	SHRUBS				
	LANTANA M. 'GOLD RUSH'	GOLD RUSH LANTANA	5 GAL.	L	2' X 4'
N	PERVOSKIA ATRIPLICIFOLIA	RUSSIAN SAGE	5 GAL.	L	3' X 3'
	LEUCOPHYLLUM SPP.	TEXAS RANGER	5 GAL.	L	VARIES
N	AGAVE SPP.	AGAVE	5 GAL.	L	VARIES
N	SALVIA CLEVELANDII	CLEVELAND SAGE	1 GAL.	L	3' X 3'
	SANTOLINA VIRENS	SANTOLINA	5 GAL.	L	1' X 3'
	CALLISTEMON 'LITTLE JOHN'	DW. BOTTLE BRUSH	2 GAL	L	3' X 4'
	ARBUTUS U 'ELFIN KING"	DW. STRAWBERRY TREE	5 GAL	L	5' X 5'
	SALVIA GREGGI 'FURMAN'S RED'	SALVIA	1 GAL.	L	4' X 4'
	WESTRINGIA 'MORNING LIGHT"	ROCK ROSE	5 GAL	L	1.5' X 4'
	OLEA 'LITTLE OLLIE"	DW. OLIVE	5 GAL	L	7' X 5'
	HESPERALOE PARVIFLORA	RED YUCCA	5 GAL	L	3' X 4'
	CARYOPTERIS ' DARK KNIGHT"	BLUE MIST	5 GAL	M	3' X 3'
	NERIUM O. 'PETITE SALMON'	DW. OLEANDER	5 GAL	L	5' X 5
	ROSMARINUS SPP.	ROSEMARY	5 GAL.	L	VARIES
N	BACCHARTIS SPP.	COYOTE BRUSH	5 GAL.	L	VARIES
	GROUNDCOVER				
	LANTANA	LANTANA	1 GAL.	L	2' X 4'
	ROSMARINUS OFFICINALIS	HUNTINGTON BLUE ROSEMARY	1 GAL.	L	1.5' X 3'
N	CEANOTHUS G.H. 'JOYCE COULTER'	CA. LILAC	1 GAL.	L	3' X 8'
	ACACIA REDOLENS	PROSTRATE ACACIA	1 GAL	L	1' X 6'
	LOMANDRA L. "BREEZE'	BREEZE MAT RUSH	1 GAL.	L	2' X 3'
	PERENNIALS				
	DIETES 'ORANGE DROP'	FORT NIGHT LILY	1 GAL	L	3' X 3'
	TULBAGHIA	SOCIETY GARLIC	1 GAL	L	1' X 1'
N	EPILOBIUM CANUM	CALIFORNIA FUSCHIA	1 GAL	L	2' X 2'
	KNIPHOFIA U. 'BLAZE'	RED HOT POKER	1 GAL.	L	2' X 2'
	COREOPSIS ROSEA	PINK TICKSEED	1 GAL	L	1.5' X 1.5'
	GRASSES				
N	MUHLENBERGIA RIGENS	DEER GRASS	1 GAL.	L	4' X 4'
N	MUHLENBERGIA LINDHEIMER	LINDHEIMER'S MUHLY GRASS	1 GAL.	L	2' X 2'
	FESTUCA MAIREI	ATLAS FESCUE	1 GAL.	L	3' X 3'
	FESTUCS O. 'ELIAHBLUE'	BLUE FESCUE	1 GAL.	M	1' X 1'
N	CALAMAGROSTIS A. 'KARL FOERSTER'	FEATHEREEED GRAAS	1 GAL.	L	3' X 2'

ADDITIONAL PLANTS MAY BE SPECIFIED IN FINAL DESIGN BY INDIVIDUAL DEVELOPED PARCELS. IT IS THE INTENT TO UTILIZE 80% OF THE PLANT LIST TO PROVIDE A COHESIVE DEVELOPED LANDSCAPE.

- Turf is not allowed as part of the landscape design.
- Reclaimed water and other water conservation strategies are encouraged.
- Irrigation design should incorporate water efficient equipment and hydro zoning of similar water use plantings to conserve water.

9.1. Landscape Irrigation
All landscaped areas will be permanently irrigated using an automatic, underground irrigation system or bubbler low flow systems. Refer to Section 3.4.13 of the Specific Plan for additional information.

9.2. Utility and Equipment Screening
All above/below ground utilities providing service to the Project shall be screened to prevent unsightly conditions that detract from the overall aesthetics. Refer to Section 3.4.14. of the Specific Plan for utility screening guidelines.

9.3. Landscape Plant Matrix
Refer to Section 3.4.15 of the Specific Plan for the Landscape Plant Matrix.

9.4. Landscape Master Tree Plan
Corral Hollow Road will include a single row of formally spaced street trees with flowering accent trees at the driveways. New Public Road will include a double row of formally spaced street trees and will also include flowering accent trees at the driveways, see figure E-21. Street and accent trees will be selected and shall be consistent with Section 3.4.15 of the Specific Plan Landscape Plant Matrix.

9.5 Easements
A 50-foot Pacific Gas and Electric (PG&E) easement traverses the site from the existing PG&E facility adjacent to Corral Hollow Road. The easement is parallel to the proposed private circulation loop driveway and exits the site near the proposed drainage basin. Roads and understory landscape planting consisting of ground cover and shrubs are only allowed within the easement. Tree planting within the easement is not allowed.

Public Utility Easements (PUE) are located 10 feet from the street right of way per Tracy City standards and are proposed along both Corral Hollow Road and New Public Road.

9.6 Edge Conditions
The edge of the Project abutting the Delta Mendota Canal will be landscaped with predominately low to medium shrubs with accent perennials and grasses. Informal groupings of trees are generally located adjacent to the drainage basin and the driveway north of Building 5. The landscaping at this edge condition will stabilize the proposed grading along the property boundary and create a consistent appearance for the Project.

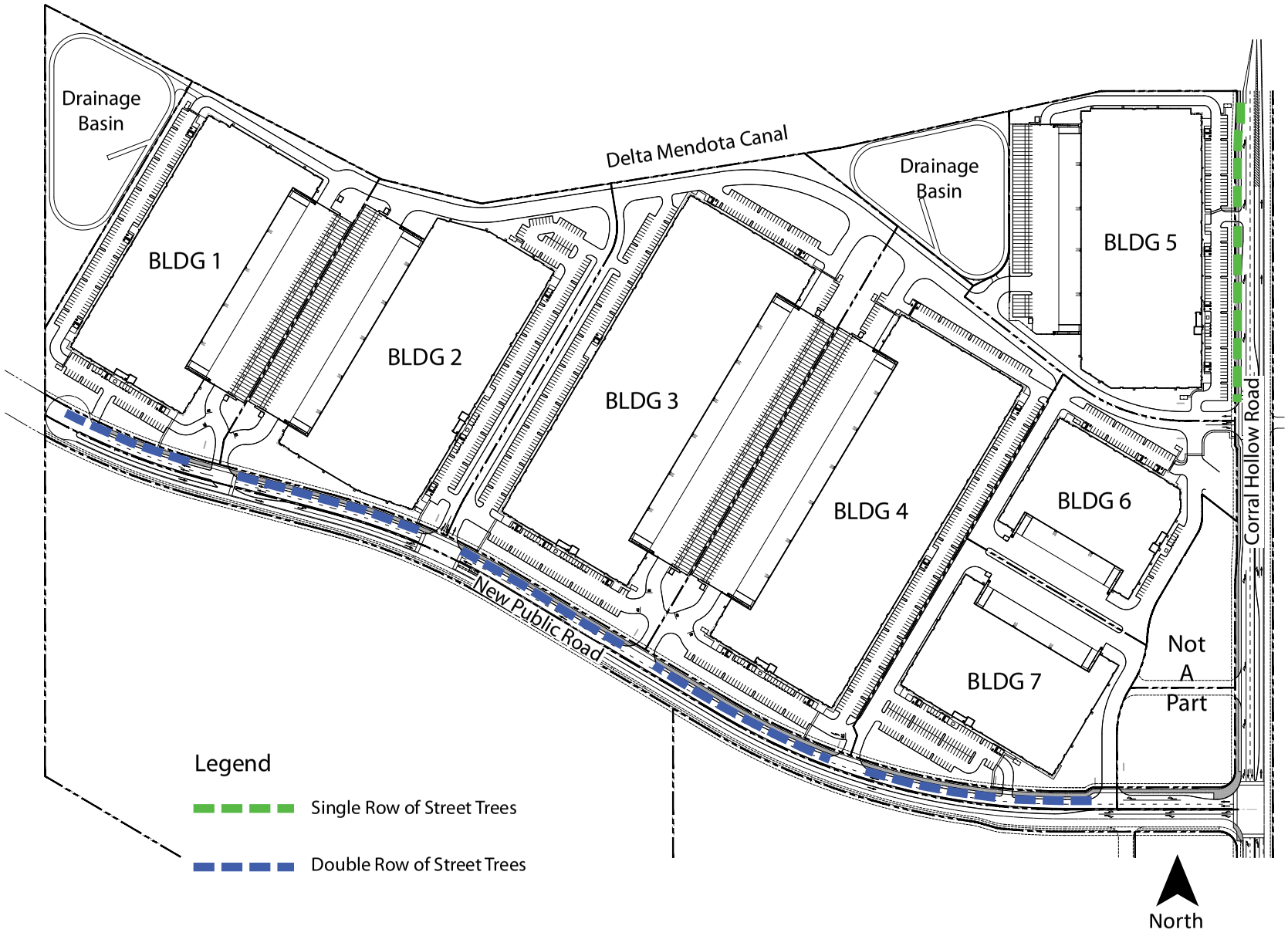

Drainage Basin
Delta Mendota Canal
Drainage Basin
BLDG 1
BLDG 2
BLDG 3
BLDG 4
BLDG 5
BLDG 6
BLDG 7
Corral Hollow Road
New Public Road
Not A Part
Legend
Single Row of Street Trees
Double Row of Street Trees
North



Figure E-22, 30-foot LED Light Fixture



Figure E-23, 6-foot Tubular Steel Fencing



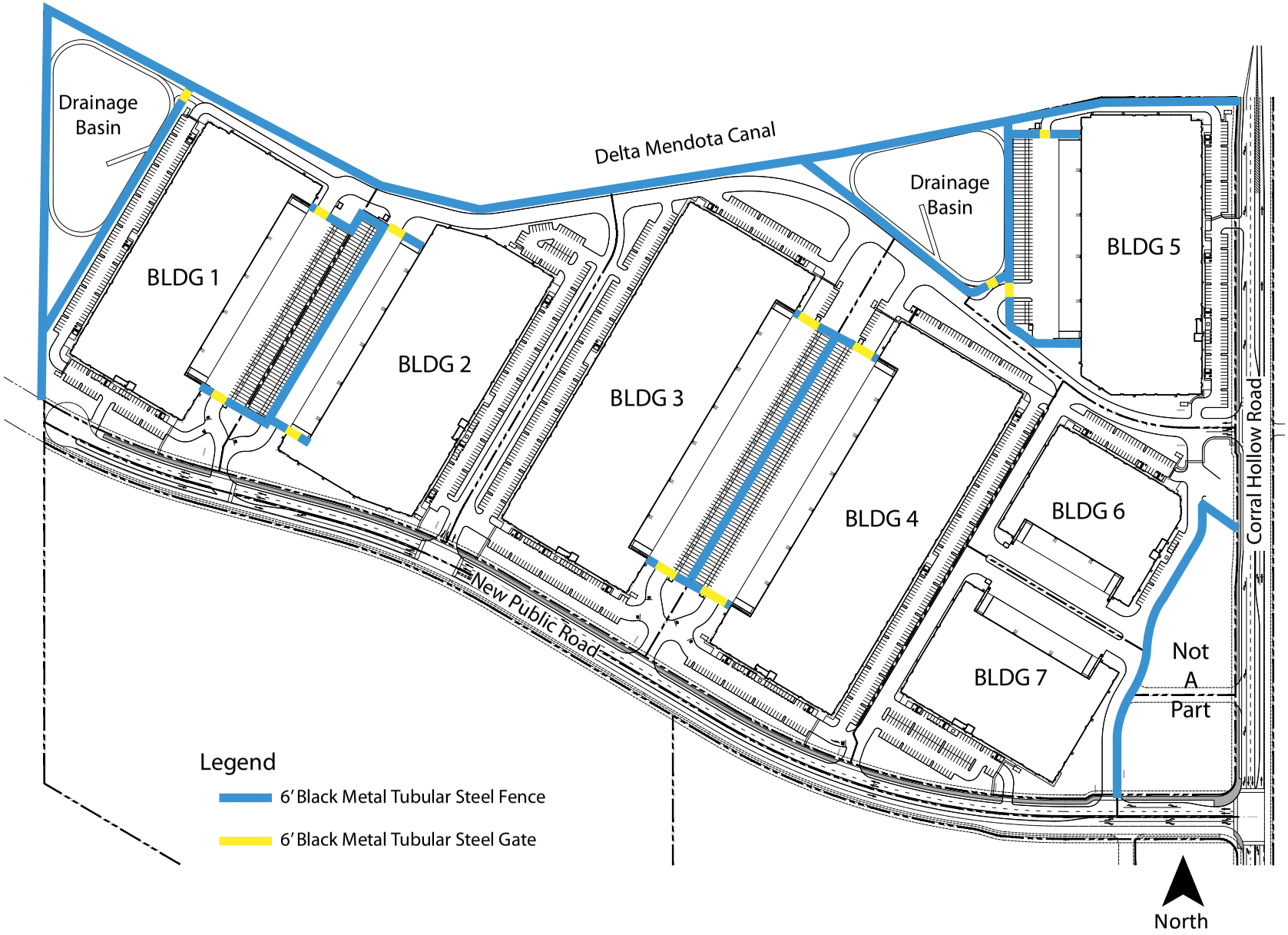
Figure E-24, 6-foot Tubular Steel Sliding Gate

10. LIGHTING

The lighting depicted in Section 3.4.9 of the Specific Plan is more residential in character and height. The on-site lighting design standard will only apply to the Project area and will consist of an LED light fixture mounted on a 30-foot pole with a concrete base typical of industrial development, see Figure E-22. A matching building-mounted fixture will also be used within the truck courts and around the buildings to provide the necessary site illumination and promote employee safety.

11. FENCING

Fencing for the Project will consist of a black tubular steel. Fencing and gates will be 6 feet in height with 3-rail panels and will be installed flush with finish grade, see Figures E-23 and E-24. Fencing will be located along the Delta Mendota Canal frontage surrounding the two drainage basins, along the east property line of Parcels 6 and 7, and at the truck court entries, see Figure E-25.


Drainage Basin
Delta Mendota Canal
Drainage Basin
BLDG 1
BLDG 2
BLDG 3
BLDG 4
BLDG 5
BLDG 6
BLDG 7
Corral Hollow Road
New Public Road
Not A Part
Legend
6' Black Metal Tubular Steel Fence
6' Black Metal Tubular Steel Gate
North

August 19, 2025

Agenda Item 1.F

RECOMMENDATION

Staff recommends that the City Council adopt a resolution 1) authorizing an increase in spend authority with Microsoft to the annual not-to-exceed amount from $194,225 to $314,000 per fiscal year until 2030 through SoftwareONE, Inc, to accommodate additional licensing required for an increase in permanent and temporary employees and purchase licenses for new productivity tools, and 2) determine that execution of this agreement, without conducting a competitive selection process, is in the best interest of the City pursuant to Tracy Municipal Code section 2.20.140(b)(6).

EXECUTIVE SUMMARY

Council approved the three-year Agreement with Microsoft in 2023 for an amount of $194,225. Since that time the City's workforce has grown by approximately 12 percent, and seasonal hiring has expanded. The current Agreement does not provide sufficient license capacity for these additional users. In addition, Microsoft's Co-pilot for Microsoft 365 now offers significant productivity. Staff therefore seeks to increase spend authority to cover these additional licensing expenditures.

This action will ensure compliance with software licensing requirements, equip new employees on day one, and enable staff to leverage AI assistance to streamline routine tasks, reduce meeting preparation time, and improve document quality.

BACKGROUND AND LEGISLATIVE HISTORY

The City has relied on Microsoft desktop, server, and cloud productivity software for more than two decades. On June 20, 2023, Council adopted a Resolution 2023-108 authorizing a three-year Enterprise Agreement (FY 2023-24 through FY 2025-26) with an annual not-to-exceed cost of $194,225. Tracy Municipal Code § 2.20.140(b)(2) allows sole-source procurement where only one vendor can supply the needed goods or services. Microsoft's licensing is only available through Microsoft or its authorized vendors.

ANALYSIS

The City must obtain licenses for all the software that runs on its desktop computers and servers. Several of these software products are from Microsoft. The City has been using various Microsoft products for many years. Microsoft offers a program to municipalities by where an annual fee can be paid and Microsoft will always provide the most recent version of the software to the City. In this way, the City will be assured it always has the most recent and up to date software for its desktop computers and selected servers.

This renewal can be sole-sourced pursuant to Tracy Municipal Code section 2.20.140(b)(2). Microsoft is the leader in server and desktop operating systems software space and is used by

countless government agencies. We have many critical applications reliant on Microsoft Enterprise licensing.

Workforce Growth. Human Resources reports 46 additional full time permanent positions since 2022 and many temporary and seasonal hires since execution of the Agreement in 2023. Licenses must be assigned to each user to remain compliant.

Copilot Productivity. Independent research by Forrester (September 2024) found Copilot users saved time and produced higher-quality work. Early adopters in local government (e.g., City of Bellevue, WA) report faster agenda preparation and improved customer response times. Copilot integrates natively with Microsoft 365 and requires no new infrastructure.

This additional spend authority could cover (for illustration only – the mix and price may vary)
Table 1: Software License overview

Item	Quantity	Estimated Unit Cost	Estimated Annual Cost
Microsoft 365 E3/E5	46	$276	$12,696
Microsoft 365 F3 (seasonal staff)	80	$96	$ 7,680
Copilot for Microsoft 365	250	$360	$90,000
Subtotal			$110,376
10% Contingency			$ 11,038
Total			**$121,414**

Adding the incremental cost of $121,414 to the existing contract $194,225 yields a revised annual not to exceed authority of $315,639. Staff recommends rounding to $314,000 since that was requested in the budget process. Staff does anticipate further price increases on all software licenses, but until they materialize this amount is a good baseline.

FISCAL IMPACT

Funding for the software has been included in the adopted FY2025-26 budget.

COORDINATION

Innovation & Technology, Human Resources, and Finance departments collaborated on this recommendation. The first City of Tracy policy on AI policy was adopted by all bargaining units. Training by a professional trainer on proper use of Copilot is scheduled for September 9, 2025.

STRATEGIC PLAN

This is a routine operational item and is not related to one of the Council's Strategic Plans.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution 1) authorizing an increase in spend authority with Microsoft to the annual not-to-exceed amount from $194,225 to $314,000 per fiscal year until 2030 through SoftwareONE, Inc, to accommodate additional licensing required for an increase in permanent and temporary employees and purchase licenses for new productivity tools, and 2) determine that execution of this agreement, without conducting a competitive selection process, is in the best interest of the City pursuant to Tracy Municipal Code section 2.20.140(b)(6).

Prepared by: Norbert Ruijling, Chief Innovation Officer

Reviewed by: Sara Castro, Director of Finance
Arturo M. Sanchez, Assistant City Manager
L. David Nefouse, City Attorney

Approved by: Midori Lichtwardt, City Manager

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AN INCREASE IN SPEND AUTHORITY UNDER THE CITY'S MICROSOFT ENTERPRISE AGREEMENT, PROCURED THROUGH SOFTWAREONE, INC., FROM $194,225 TO $314,000 PER FISCAL YEAR THROUGH FY 2029-30, AND DETERMINING THAT SUCH PROCUREMENT WITHOUT COMPETITIVE SELECTION IS IN THE BEST INTEREST OF THE CITY PURSUANT TO TRACY MUNICIPAL CODE § 2.20.140(b)(6)

WHEREAS, the Innovation & Technology Department supports more than 750 desktop computers, mobile devices, servers, and cloud workloads that rely on Microsoft software platforms to deliver vital municipal services; and

WHEREAS, on June 20, 2023 the City Council adopted Resolution 2023-108 approving a three-year Microsoft Enterprise Agreement (FY 2023-24 through FY 2025-26) with an annual not-to-exceed amount of $194,225; and

WHEREAS, since that approval the City's workforce has increased by approximately 46 permanent positions and a growing number of temporary and seasonal employees, all of whom require properly licensed Microsoft productivity software; and

WHEREAS, Microsoft's Copilot for Microsoft 365 and other updated tools now offers significant productivity gains that align with the Council's Strategic Goal of Operational Excellence and requires additional licensing; and

WHEREAS, SoftwareONE, Inc. is an authorized reseller of Microsoft Enterprise Agreements and is the vendor of record for the City's existing agreement; and

WHEREAS, Tracy Municipal Code § 2.20.140(b)(6) permits the City to forego a competitive selection process when doing so is in the best interest of the City, and staff has determined that amending the existing agreement through SoftwareONE, Inc. is in the City's best interest due to continuity of service, sole-source licensing constraints, and favorable enterprise pricing; and

WHEREAS, funding for the increased licensing costs has been included in the adopted FY 2025-26 budget and will be requested in future budgets through FY 2029-30; now therefore be it

RESOLVED: That the City Council of the City of Tracy authorizes an increase in spend authority for Microsoft licensing from $194,225 to $314,000 per fiscal year for the term of the current Microsoft Enterprise Agreement and any necessary administrative extensions, not to exceed June 30, 2030, to be procured through SoftwareONE, Inc.; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy determines that executing this amendment without a competitive selection process is in the best interest of the City pursuant to Tracy Municipal Code § 2.20.140(b)(6); and be it

FURTHER RESOLVED: That the City Council of the City of Tracy approves the expenditure of funds for said licensing in accordance with the amounts and terms described herein

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 19th day of August 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

August 19, 2025

Agenda Item 1.G

REQUEST

Staff recommends that the City Council adopt a resolution: (1) Authorizing the acceptance of the State of California Office, California Highway Patrol, Cannabis grant award in the amount of $267,000 to conduct extra patrols and traffic enforcement, and to purchase one prisoner transportation van, two electronic message boards, and two scene light kits; and (2) Appropriating the full grant funds to the Police Department Operational Budget for fiscal year 2025/2026.

EXECUTIVE SUMMARY

This agenda item seeks adoption of a resolution by the City Council authorizing the acceptance of the California Highway Patrol Cannabis Tax Fund Grant Program in the amount of $267,000 to conduct saturation patrols and to purchase one prisoner transport van, two electronic message boards, and two scene light kits. There is no local match required for the acceptance of this grant. Staff also requests the City Council to concurrently appropriate the full grant funds to the Police Department Operational Budget for Fiscal Year 2025/2026.

BACKGROUND AND LEGISLATIVE HISTORY

With the passage of Proposition 64, the Control, Regulate, and Tax Adult Use of Marijuana Act (AUMA), California voters mandated the state set aside funding for the California Highway Patrol (CHP) to award grants to local governments and qualified nonprofit organizations, as described in Revenue and Taxation Code Section 34019(f)(3)(B).

As a medium-sized law enforcement agency, the City of Tracy, through the Tracy Police Department (TPD), was eligible to apply for funds from the California Highway Patrol Cannabis Tax Fund Grant Program (CTFGP).

The grant provides for the funding of equipment, training, education, prevention, and/or the enforcement of traffic laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products. In June of 2025 TPD was notified that funding was awarded in the amount of $267,000.

ANALYSIS

Tracy is a community of approximately 100,000 residents. In 2023, the department investigated 668 vehicle collisions and made 140 DUI arrests. 65 of those DUI arrests were collision related. 2 fatal collisions were investigated by the Traffic Safety Unit. Approximately 10% of 2023 collision involved DUI drivers. In 2024, the department investigated 761 collisions and made 177 DUI arrests. 64 of those arrests were DUI collision related. 1 fatal collision was investigated by the traffic Safety Unit. Approximately 8% of 2024 collisions involved DUI drivers. Over those two years, collisions involving DUI drivers fell very slightly, however there was a marked increase in DUI arrests. This can be attributed at least in part to an increase in enforcement because of increased enforcement activities funded by a grant from the Office of Traffic Safety and the TPDs commitment to reduce DUI/DUID.

In October of 2021, the Tracy City Council passed amended resolutions that allowed for one store-front marijuana dispensary per 10,000 residents and capped the number of those dispensaries at 11 regardless of population. It is foreseeable as more marijuana dispensaries are established within our jurisdiction, and with the proliferation and acceptance of marijuana use in current society, that there will naturally be an increase in DUI collisions and DUI collision related deaths. As of February 2025, the City of Tracy has 6 dispensaries operating within the city limits.

In 2024, the department saw a decrease in fatal and DUI collisions, but an increase in DUI arrests. The department aims to continue efforts in collision reduction and an increase in DUI detection through additional proactive enforcement and training additional personnel in SFSTs. Additional trained personnel and additional enforcement measures should lead to a decrease in collisions and collision related deaths, and an increase in detection and appropriate enforcement.

The department has requested grant funds to procure a prisoner transport vehicle. DUI/DUID check points and saturation patrols often result in multiple arrests within a short timeframe. A dedicated transport van would streamline the process, allowing officers to continue enforcement activities while a separate unit handles the transport. Reducing the need for multiple patrol vehicles to transport arrestees ensures that more officers remain available for enforcement, increasing overall effectives. Additionally, the department requested grant funds to support additional highly publicized, high-visibility saturation patrols conducted by a combination of motorcycle officers and uniformed officers utilizing marked patrol vehicles with a focus on detecting impaired drivers. The department will also use the funds to purchase equipment such as (2) two electronic message boards and lighting equipment. The boards will be used to highlight enforcement efforts and DUI/DUID campaigns and the lighting equipment will be used at checkpoints and collision scenes to enhance safety for the officers and citizens. Through our strong social media presence, these enforcement efforts will be highly publicized to bring the community's attention to the dangers of driving under the influence and further make the community aware of the department's efforts to reduce collisions and collision related deaths due to DUI drivers. The department's Public Information Officers will distribute Kick-Off press releases and update the public to the department's activity using social media posts. Grant funding will cover the cost of the additional vehicle and equipment for enforcement efforts.

PUBLIC OUTREACH/INTEREST

TPD is in continuous receipt of feedback from the public regarding traffic concerns and traffic safety. Acceptance of this grant would benefit community members by enhancing traffic safety, with the goal of detection and enforcement of impaired and distracted drivers and reducing crashes and crash related injuries and deaths.

COORDINATION

TPD has coordinated internally among the Bureau of Support Operations and Bureau of Special Operations and the California Highway Patrol Cannabis Tax Fund Grand Program.

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, continuing to strengthen community safety through crime prevention reduction activities.

FISCAL IMPACT

The City will receive $267,000 from CTFGP on a reimbursement basis. There is no city match required. Staff requests the $267,000 be appropriated to the Police Department's Operating Budget for FY 25/26.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution:(1) Authorizing the acceptance of the California Highway Patrol Cannabis Tax Fund Grant Program award in the amount of $267,000 to conduct DUI saturation patrols and to purchase one prisoner transportation van, two electronic message boards, and two scene light kits; and (2) Appropriating the full grant funds to the Police Department Operational Budget for fiscal year 2025/2026.

Prepared by: Brian Wilmshurst, Traffic Safety Unit Sergeant

Reviewed by: Dan Garcia, Police Lieutenant
Beth Lyons-McCarthy, Police Support Operations Manager
Sekou Millington, Chief of Police
Sara Castro, Finance Director
Arturo M. Sanchez, Assistant City Manager
L. David Nefouse, City Attorney

Approved by: Midori Lichtwardt, City Manager

Attachments: CTFGP Grant Award Acceptance

State of California
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
GRANT AGREEMENT - Page 1

Award Number
23345

1. GRANT TITLE
FY25/26 CTFGP Law Enforcement - Tracy Police Department

2. NAME OF ORGANIZATION/AGENCY
Tracy Police Department

3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT
Tracy Police Department

4. PROJECT PERFORMANCE PERIOD
From: 07/01/2025 To: 06/30/2026

5. PURCHASE ORDER NUMBER

6. GRANT OPPORTUNITY INFORMATION DESCRIPTION
Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products.

The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Organization/Agency's effectiveness through training and development of new strategies.

7. FUNDS ALLOCATED UNDER THIS GRANT AGREEMENT SHALL NOT EXCEED $269,609.11

8. TERMS AND CONDITIONS
The Grantee agrees to complete the Project, as described in the Project Description. The Grantee's Grant Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27, are hereby incorporated into this Grant Agreement by reference.

The parties hereto agree to comply with the Terms and Conditions of the following attachments:

- Schedule A – Project Description, Problem Statement, Goals and Objectives, and Method of Procedure
- Schedule B – Detailed Budget Estimate
- Schedule B-1 – Budget Narrative

We, the officials named below, hereby swear, under penalty of perjury under the laws of the State of California, that we are duly authorized to legally bind the Grant recipient to the above-described Grant Terms and Conditions.

IN WITNESS WHEREOF, this Grant Agreement is executed by the parties hereto.

9. APPROVAL SIGNATURES

A. AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY
Name: Dan Arriola
Title: City Mayor
Phone: (209) 831-6141

Address: 333 Civic Center
Tracy, CA 95376

E-Mail: Dan.Arriola@cityoftracy.org

_____ _____
(Signature) *(Date)*

B. AUTHORIZED OFFICIAL OF CHP
Name: Andrew Beasley Phone: (916) 843-4360
Title: Captain Fax: (916) 322-3169

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: ABeasley@chp.ca.gov

_____ _____
(Signature) *(Date)*

C. ACCOUNTING OFFICER OF CHP
Name: M. V. Fojas Phone: (916) 843-3531
Title: Commander Fax: (916) 322-3159

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: Michelle.Fojas@chp.ca.gov

_____ _____
(Signature) *(Date)*

10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS

Name: Beth Lyons-McCarthy
Title: Support Operations Manager
Phone: (209) 831-6594

Address: 1000 Civic Center
Tracy, CA 95376

TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other Terms and Conditions noted in this Grant Agreement. Failure by the Grantee to comply may result in the termination of this Grant Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

A. EXECUTION

1. The State (the California Highway Patrol) hereby awards, to the Grantee, the sum of money stated on page one of this Grant Agreement. This funding is awarded to the Grantee to carry out the Project set forth in the Project Description and the terms and conditions set forth in this Grant Agreement.

2. The funding for this Grant Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Grant Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Grant Agreement; whereby, no party shall have any further obligations or liabilities under this Grant Agreement, or 2) negotiate a Grant Agreement Amendment to reduce the grant award and scope of work to be provided under this Grant Agreement.

3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement is approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.

4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide, pursuant to this Grant Agreement, and necessary to complete or carry out the Project, as described in this Grant Agreement. Any modification or alteration of this Grant Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing thirty (30) calendar days in advance to the State for approval.

5. The Grantee agrees to complete the Project within the timeframe indicated in the Project Performance Period, which is on page one of this Grant Agreement.

B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Grant Agreement on a quarterly basis, or as requested by the State.

2. The Grantee shall provide the State with a final report showing all Project expenditures, which includes all State and any other Project funding expended, within sixty (60) calendar days after completion of this Grant Agreement.

3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.

4. Equipment purchased through this Grant Agreement shall be used for the education, prevention, and enforcement of impaired driving laws, unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the Project costs. Equipment purchased under this Grant Agreement must only be used for approved Project-related purposes, unless otherwise approved by the State in writing.

5. Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

TERMS AND CONDITIONS

C. PROJECT TERMINATION

1. Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.

    a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term “force majeure” shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee’s control which would excuse the Grantee’s performance as a matter of law.

    b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.

2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.

4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee’s staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

TERMS AND CONDITIONS

F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

H. DRUG-FREE WORKPLACE

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

    b. Establish a Drug-Free Awareness Program to inform employees about:

        i. The dangers of drug abuse in the workplace.

        ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.

        iii. Any available counseling, rehabilitation, and employee assistance programs.

        iv. Penalties that may be imposed upon employees for drug abuse violations.

    c. Every employee who works on the Project will:

        i. Receive a copy of the company's drug-free workplace policy statement.

        ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.

2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:

    a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

I. LAW ENFORCEMENT AGENCIES

1. All law enforcement Organization/Agency/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.

TERMS AND CONDITIONS

J. LABOR CODE/WORKERS' COMPENSATION

1. The Grantee is advised and made aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Grant Agreement, (refer to Labor Code Section 3700).

K. GRANT APPLICATION INCORPORATION

1. The Grantee agrees the Grant Application and any subsequent changes or additions approved or required by the State is hereby incorporated into this Grant Agreement.

L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official, whose salary is supported by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:

    a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.

    b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.

    c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its “Active” status with the California Secretary of State, maintain its “Current” status with the California Attorney General’s Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its “Active” status with the California Secretary of State, maintain its “Current” status with the California Attorney General’s Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.

    d. All of the information in its Grant Application and all materials submitted are true and accurate.

N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

TERMS AND CONDITIONS

O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency/Agency with delegated signing authority.

2. An Amendment is required to change the Grantee's name, as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law, has authority to enter into a Grant Agreement, authorizing execution of the Grant Agreement.

Q. PAYEE DATA RECORD FORM STD. 204

1. This form shall be completed by all non-governmental Grantees.

R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.

2. Current State Employees:

    a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.

    b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.

3. Former State Employees:

    a. For the two-year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.

    b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.

4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.

6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.

7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.

8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.

2. Law Enforcement Projects:

   a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.

   b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with Grant funds, from this Grant Agreement, will be primarily used for the enforcement of driving under the influence laws and/or providing public education, related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Grant Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem, indicating the vehicle is used for driving under the influence enforcement.

Schedule A

Tracy Police Department

All grant awards, including any adjustments to requested funding, were made by the Cannabis Grants Unit based on the merits of the Grant Application, scale of operation, and in accordance with the Request for Application (RFA) requirements and associated regulations. As a result, not all Project activities and items detailed in Schedule A are applicable. Refer to Schedule B - Detailed Budget Estimate for approved Budget line items and Project activities. Project activities and items that are not clearly identified/specified in the Grant Agreement must be submitted to and approved by CGU prior to purchase.

Project Description

The Tracy Police Department aims to reduce DUI related collisions and deaths by increasing the capability of the agency to detect DUI and enforce applicable DUI laws. According to the Office of Traffic Safety data, in 2019, the City of Tracy was ranked 60th of 105 jurisdictions with 334 total victims killed or injured, 38th of 105 jurisdictions for drivers under the age of 21 that had been drinking with two victims killed or injured, and 53rd of 105 jurisdictions for drivers between ages 21 and 34 who had been drinking with 11 victims killed or injured. The City of Tracy was ranked 35th of 105 jurisdictions for DUI arrests with 105 arrested for DUI. Based on these statistics, it appears there is a shallow but continual increase in the number of victims injured and or killed as a result of DUI collisions coupled with an increase in arrests for DUI related offenses.

In 2020, the City of Tracy was ranked 46th of 106 jurisdictions with 285 total victims killed or injured, 44th of 106 jurisdictions for drivers under the age of 21 that had been drinking with two victims killed or injured, and 59th of 106 jurisdictions for drivers between ages 21 and 34 who had been drinking with nine victims killed or injured. The City of Tracy ranked 29th of 106 jurisdictions for DUI arrests with 81 arrested for DUI.

In 2021, the City of Tracy was ranked 60th of 105 jurisdictions with 260 total victims killed or injured, 58th of 105 jurisdictions for drivers under the age of 21 that had been drinking with two victims killed or injured, and 60th of 105 jurisdictions for drivers between ages 21 and 34 who had been drinking with sixteen victims killed or injured. The City of Tracy ranked 42nd of 105 jurisdictions for DUI arrests with 104 arrested for DUI.

In 2022, the City of Tracy was ranked 71st of 104 jurisdictions with 241 total victims killed or injured, 98th of 104 jurisdictions for drivers under the age of 21 that had been drinking with zero victims killed or injured, and 71st of 104 jurisdictions for drivers between ages 21 and 34 who had been drinking with eleven victims killed or injured. The City of Tracy ranked 30th of 104 jurisdictions for DUI arrests with 89 arrested for DUI.

Currently, the Traffic Safety Unit Utilizes Patrol Officers and cars to transport arrestees to county Jail that is 16 miles from Tracy. The department is seeking grant funds to purchase and outfit a prisoner transport van. DUI/DUID check points and saturation patrols often result in multiple arrests within a short timeframe. A dedicated transport van would streamline the process, allowing officer to continue enforcement activities while a separate unit handles the transport. Reducing the need for multiple patrol vehicles to transport arrestees ensures that more Officers remain available for enforcement, increasing overall effectives. The department will also use the funds to purchase equipment such as 4 electronic message boards and lighting equipment. The boards will be used to highlight enforcement efforts and DUI/DUID campaigns and the lighting equipment will be used at checkpoints and collision scenes to enhance safety for the officers and citizens. The goal of the department is to reduce injuries and deaths which result from DUI collisions through the use of proactive and high-visible enforcement activities. Additionally, the department aims to increase the capability of our officers by providing more training in SFST's in order to detect more impaired drivers and increase the safety of the motoring public in our jurisdiction.

Schedule A

Problem Statement & Proposed Solution

Tracy is a community of approximately 100,000 residents. In 2023, the department investigated 668 vehicle collisions and made 140 DUI arrests. 65 of those DUI arrests were collision related. 2 fatal collisions were investigated by the Traffic Safety Unit. Approximately 10% of 2023 collision involved DUI drivers. In 2024, the department investigated 761 collisions and made 177 DUI arrests. 64 of those arrests were DUI collision related. 1 fatal collision was investigated by the traffic Safety Unit. Approximately 8% of 2024 collisions involved DUI drivers. Over those two years, collisions involving DUI drivers fell very slightly, however there was a marked increase in DUI arrests. This can be attributed at least in part to an increase in enforcement as a result of increased enforcement activities funded by a grant from the Office of Traffic Safety and the Tracy Police Departments commitment to reduce DUI/DUID.

In October of 2021, the Tracy City Council passed amended resolutions that allowed for one store-front marijuana dispensary per 10,000 residents and capped the number of those dispensaries at 11 regardless of population. It is foreseeable as more marijuana dispensaries are established within our jurisdiction, and with the proliferation and acceptance of marijuana use in current society, that there will naturally be an increase in DUI collisions and DUI collision related deaths. As of February 2025, the City of Tracy has 6 dispensaries operating within the city limits.

In 2024, the department saw a decrease in fatal and DUI collisions, but an increase in DUI arrests. The department aims to continue efforts in collision reduction and an increase in DUI detection through the use of additional proactive enforcement, and train additional personnel in SFSTs. Additional trained personnel and additional enforcement measures should lead to a decrease in collisions and collision related deaths, and an increase in detection and appropriate enforcement.

The department is requesting grant funds to procure a prisoner transport vehicle. DUI/DUID check points and saturation patrols often result in multiple arrests within a short timeframe. A dedicated transport van would streamline the process, allowing officer to continue enforcement activities while a separate unit handles the transport. Reducing the need for multiple patrol vehicles to transport arrestees ensures that more Officers remain available for enforcement, increasing overall effectives. Additionally, the department seeks grant funds to support additional highly publicized, high-visibility saturation patrols conducted by a combination of motorcycle officers and uniformed officers utilizing marked patrol vehicles with a focus on detecting impaired drivers. The department will also use the funds to purchase equipment such as 4 electronic message boards and lighting equipment. The boards will be used to highlight enforcement efforts and DUI/DUID campaigns and the lighting equipment will be used at checkpoints and collision scenes to enhance safety for the officers and citizens. Through our strong social media presence, these enforcement efforts will be highly publicized to bring the community's attention to the dangers of driving under the influence and further make the community aware of the department's efforts to reduce collisions and collision related deaths due to DUI drivers. The department's Public Information Officers will distribute Kick-Off press releases and update the public to the department's activity using social media posts. Grant funding will cover the cost of the additional vehicle and equipment for enforcement efforts.

Performance Measures/Scope of Work

8 DUI Saturation Patrols (Q1=6, Q2=6, Q3=6, Q4=6): Aim to reduce DUI/DUID deaths by 15%, These enforcement efforts will improve roadway safety and education in the community.

3 DUI Checkpoints (Q1-1, Q3=1, Q4=1); Aim to reduce DUI/DUID by 15%, which will reduce the number of impaired drivers within in the community and educate of the dangers.

2 Message boards for DUI/DUID check points and Educational Messaging (Q1= Purchase, Q2=Receive, Q2-Q4= Use while conducting saturation events and checkpoints. We will utilize the message boards to notify the public of an approaching DUI Checkpoint. They will also be used to display educational messaging against driving under the influence and conduct speed checks.

2 - 24-hour 16000 lumen Scene Lights for DUI/DUID check points and collision scenes (Q1=Purchase, Q2=Receive, Q2-Q4= We will utilize these lights to illuminate the area around the check points for the safety of officers and the community. They will also be used during investigations of collision scenes related to DUI collisions to aid in safety of officers and the community.

Schedule A

1 Prisoner Transport Van for DUI/DUID check points and saturation patrols (Q1=Purchase, Q2=Build out, Q3-Q4 to aid in the transport of arrestees to the San Joaquin County Jail. The county jail is approximately 15 miles from the city. These events often result in multiple arrests within a short timeframe. A dedicated transport van would streamline the process, allowing officer to continue enforcement activities while a separate unit handles the transport, increasing the overall effectiveness. At times the booking process may take hours at a time per arrest.

Project Performance Evaluation

The department will evaluate the effectiveness of the grant campaign by comparing crash and DUI data and the conclusion of the campaign to the same data from the three previous fiscal years. Data will be accessed through Office of Traffic Safety Data as well as internal data available through our records management software. In order to share with stakeholders, the data that results from the grant activities, social media outreach and press releases may be used. It is assumed that the evaluation and sharing of the results of the grant campaign would be requitement of the program.

Program Sustainability

In 2024, the department saw an increase in the number of officers assigned to the Traffic Safety Unit from 5 to 8 (7 officers and one supervisor). The department is nearly fully staffed, 103 of 108 officers and remaining officers are being hired. The department's fleet has not grown quite as quickly and having a prisoner transport vehicle with its primary role being to streamline the process and allow officers to continue enforcement activities while a separate unit handles transportation. This would lessen the strain on the department's fleet while at the same time ensuring the longevity of the vehicle as it would only be used to transport arrestees. Currently patrol vehicles are shared among A team and B team officers. For example. an A team officer will work four days in a row and then a B team officer will work four days in a row or the days that the A team officer is not on shift. A team and B team shift partners (i.e. A team graveyard and B team graveyard) are assigned a common vehicle. Once the department reaches full staffing, this will allow officers to be assigned to additional duties while on shift such as a Transport Officer, or in the case of this program, an emphasis on DUI enforcement without the ongoing need for overtime funds and maintain minimum staffing for patrol teams.

The message boards and LED scene lights will have a life span of approximately 10 years. As we have shown in previous years the Tracy Police department is committed to continue the efforts of DUI/DUID enforcement and education to increase the safety of our roadways for the community. We continue to partner with our local California Highway Patrol to conduct DUI/DUID check points on a quarterly basis. This equipment will continue to aid our enforcement efforts for many years.

Our department has committed to sending two officers to the POST SFST instructor course in August of 2025. Once certified we will work on providing the training to Tracy officer as well as allied agencies willing to attend.

Administrative Support

The Tracy Police Department is staffed currently by 103 officers with 108 authorized positions and is actively working to hire and fill the remaining five positions. The Traffic Safety Unit consists of seven officers and a supervisor. All of the unit personnel have or will have completed Intermediate Collision Investigation training with the goal of completing Advanced Collision Investigation training, all officers investigate major and fatal collisions, and two officers hold the position of a collision reconstructionist. The unit also has one certified RADAR/LIDAR instructor. The department has one SFST instructor and two scheduled to attend the POST SFST instructor course in August 2025. The department is committed to hosting and training more of our own officers as well as opening the training to allied agencies in the area.

The Traffic Safety Unit officer is assigned to handle all grant work, including the application for and administration of traffic-related grants, gathering of and reporting of statistical data, completing quarterly completion of grant reports and submitting of grant claim invoices for reimbursement of funds. The PIO is responsible for disseminating press releases related to grant activities and social media posts that highlight activities of the grant or announcing required participation in certain activities as part of grant acceptance.

Schedule A

In addition to other State and Federally funded grants, the department has experience in applying for and receiving grants from the Office of Traffic Safety (OTS) for Selective Traffic Enforcement Program (STEP). The department has successfully completed the requirements for multiple OTS grants and the prior Cannabis Grant.

Schedule B

Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
23345	Tracy Police Department	$269,609.11

Cost Category	Line Item Name	Total Cost to Grant
Other Direct Costs		
	Prisoner Transport Van - Outfitting	$26,642.00
	Prisoner Transport Van Decal	$920.00
Category Sub-Total		**$27,562.00**
Personnel		
	Saturation Patrol	$14,820.00
	DUI Checkpoint	$28,326.00
Category Sub-Total		**$43,146.00**
Equipment		
	Scene Lights	$18,000.00
	Message Trailer	$48,507.11
	Prisoner Transport Van	$132,394.00
Category Sub-Total		**$198,901.11**

Grant Total	$269,609.11

Schedule B-1
Budget Narrative

Tracy Police Department

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

Other Direct Costs

Prisoner Transport Van - Outfitting
$26,642.00
1 Axon in car camera system = $10,542
1 Mobile data computer = $6,400
1 Motorola police radio for the Van = $9,700.

Prisoner Transport Van Decal
$920.00
Police/LE decals for the van = $920

Personnel

DUI Checkpoint
$28,326.00
3 DUI Check points 10 hours per check point.
10 Officers at 76.02 per hour = $7602
2 Sergeants at 92.00 pr hour = $1840
Total per check is $9442
Total for 3 check points $28,326
All rates at OT.

Saturation Patrol
$14,820.00
Two Officer saturation patrol for 10 hours = $1840
2 patrols conducted each quarter for a total of 8.
Total cost $14,820
All hours are OT

Equipment

Message Trailer
$48,507.11
2 Message Trailers

2 - Stalker MC360 Message Trailer (3'x6") w/solar. Traffic stats sensor, speed sensor, red/blue strobes.
$21,167 each x 2 + tax = $45,826.55

Scene Lights
$18,000.00
2 - Fox Fury Nomad Transformer 24-hour 16,000 lumen scene light field kit.

$7,799.99 x2 + tax/shipping = $18,000

Schedule B-1
Budget Narrative

Tracy Police Department

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

Prisoner Transport Van
$132,394.00
Ford Transit Prisoner Transport Van

Van will be complete with prisoner compartment, installation of lights, radio, camera system and mobile data computer.

The van will be marked supporting DUI enforcement.

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2025-

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(1) ACCEPTING THE CALIFORNIA HIGHWAY PATROL CANNABIS TAX FUND GRANT AWARD IN THE AMOUNT OF $267,000 TO CONDUCT DUI SATURATION PATROLS AND TO PURCHASE ONE PRISONER TRANSPORT VAN, TWO ELECTRONIC MESSAGE BOARDS, AND TWO SCENE LIGHTS; AND

(2) APPROPRIATING THE FULL GRANT FUNDS TO THE POLICE DEPARTMENT OPERATIONAL BUDGET FOR FISCAL YEAR 2025/26

WHEREAS, impaired driving and alcohol-related crashes constitute a major threat to the safety and well-being of the public; and

WHEREAS, the Tracy Police Department's (TPD) goal is to reduce traffic collisions and death and injuries related to these collisions through education, proactive traffic enforcement activities, and participation in traffic related campaigns; and

WHEREAS, the grant provides for the funding of equipment, training, education, prevention, and/or the enforcement of traffic laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products; and

WHEREAS, the primary purpose of this grant is to reduce the number of persons killed and injured in crashes involving alcohol; and

WHEREAS, TPD applied and was awarded a CTFGP grant in the amount of $267,000 and no local match is required for this grant; and

WHEREAS, staff requests that the City Council accept the CTFGP grant award and appropriate the full grant funds to the Police Department Operational Budget for Fiscal Year 2025/2026.

NOW, THERFORE IT BE RESOLVED: That the above recitals are true and correct; and be it,

FURTHER RESOLVED: That the City Council of the City of Tracy herby accepts the grant award of $267,000 from the California Highway Patrol Cannabis Tax Fund Grant to conduct extra DUI saturation patrols, and to purchase one prisoner transport van, two electronic message boards, and two scene light kits and be it

FURTHER RESOLVED: That the City Council appropriates the full grant funds of $267,000 to the already approved Police Department's operational budget for Fiscal Year 2025/26, and be it

FURTHER RESOLVED: That the proposed action is not a "project" under the California Environmental Quality Act (CEQA), and pursuant to CEQA Guidelines Section 15061(b)(3), there is no possibility that this action will have an effect on the physical environment.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 19th day of August 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

August 19, 2025

Agenda Item 1.H

RECOMMENDATION

Staff recommends that the City Council adopt a resolution:(1) Authorizing the acceptance of the State of California Office of Traffic Safety grant award in the amount of $60,000 to conduct extra patrols and traffic enforcement; and (2) Appropriating the full grant funds to the Police Department Operational Budget for fiscal year 2025/2026.

EXECUTIVE SUMMARY

This agenda item seeks adoption of a resolution by the City Council authorizing the acceptance of the State of California Office of Traffic Safety (OTS) grant in the amount of $60,000 to conduct extra Driving Under the Influence (DUI) saturation protocols, traffic enforcement, distracted driving enforcement and to send officers to POST impaired driving enforcement related training. There is no local match required for the acceptance of this grant. Staff also requests the City Council to concurrently appropriate the full grant funds to the Police Department Operational Budget for fiscal year 2025/2026.

BACKGROUND AND LEGISLATIVE HISTORY

In January 2025, the Tracy Police Department (TPD) applied for the OTS grant for funding of additional high-visibility traffic enforcement patrols focusing on the enforcement of primary crash factor violations, distracted driving violations involving the use hand handheld electronic devices, additional patrols and training focused on the detection and enforcement of DUI violations. On June 23, 2025, TPD was notified that funding was awarded in the amount of $60,000.

The TPD applies for this grant annually and has been successful in receiving the awards for its traffic safety initiatives.

ANALYSIS

Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

Impaired driving and alcohol-related crashes constitute a major threat to the safety and well-being of the public. The primary purpose of this grant request is to reduce the number of persons killed and injured in crashes involving alcohol and other primary collision factors.

According to TPD’s crash management system, in 2024 there was 1 fatal crash within TPD’s jurisdiction resulting in 2 fatalities where speeding and driving under the influence of alcohol

were identified as the primary crash factors. In 2024, there were a total of 205 injury crashes. 2022 was the deadliest year on record for the City with 11 fatalities. In 2023, there were 3 fatalities and in 2024 there were 7 fatalities. Any effort to combat impaired driving and enforcement of primary crash factors, especially at intersections with a high number of crashes, will naturally complement each other. With additional tools and allowing more officers to address speed violations and DUI enforcement with OTS grant funding, continued proactive efforts to improve the safety on our roadways will be achieved. It is vital to the safety of the community to continue to take dangerous, impaired, and distracted drivers off the road through enforcement and education efforts.

Speed continues to be one of the top Primary Crash Factors. Unsafe speed and impaired drivers continue to contribute to crashes, injuries, deaths and in the City.

The goals of this grant are to reduce the number of people injured or killed in traffic related accidents including routine traffic crashes, alcohol/drug related crashes, and traffic crashes involving pedestrians and motorcycles.

PUBLIC OUTREACH/INTEREST

TPD is in continuous receipt of feedback from the public regarding traffic concerns and traffic safety. Acceptance of this grant would benefit community members by enhancing traffic safety, with the goal of detection and enforcement of impaired and distracted drivers and reducing crashes and crash related injuries and deaths.

COORDINATION

TPD has coordinated internally among the Bureau of Support Operations and Bureau of Field Operations and the California Office of Traffic Safety.

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, continuing to strengthen community safety through crime prevention reduction activities.

FISCAL IMPACT

The City will receive $60,000 from OTS on a reimbursement basis. There is no City match required. Staff requests the $60,000 be appropriated to the Police Department’s Operating Budget for FY 25/26.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution:(1) Authorizing the acceptance of the State of California Office of Traffic Safety grant award in the amount of $60,000 to conduct extra DUI saturation patrols, traffic enforcement, distracted driving enforcement; and (2) Appropriating the full grant funds to the Police Department Operational Budget for fiscal year 2025/2026

Prepared by: Brian Wilmshurst, Traffic Safety Unit Sergeant

Reviewed by: Dan Garcia, Police Lieutenant
Beth Lyons-McCarthy, Police Support Operations Manager
Sekou Millington, Chief of Police
Sara Castro, Finance Director
Arturo M. Sanchez, Assistant City Manager
L. David Nefouse, City Attorney

Approved by: Midori Lichtwardt, City Manager

Attachments: OTS Grant Award Acceptance

1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
Tracy

3. Grant Period
From: 10/01/2025
To: 09/30/2026

4. AGENCY UNIT TO ADMINISTER GRANT
Tracy Police Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $60,000.00
Allocation is contingent upon availability of federal funds.

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR
NAME: Marcio Reis
TITLE: Corporal
EMAIL: marcio.reis@tracypd.com
PHONE: 209-831-6665
ADDRESS: 1000 Civic Center Drive
Tracy, CA 95376

(Signature) *(Date)*

B. AUTHORIZING OFFICIAL
NAME: Dan Arriola
TITLE: Mayor
EMAIL: Dan.Arriola@cityoftracy.org
PHONE: (209) 831-6141
ADDRESS: 333 Civic Center Drive
Tracy, CA 95376

(Signature) *(Date)*

C. FISCAL OFFICIAL
NAME: Beth Lyons-McCarthy
TITLE: Support Services Operations Manager
EMAIL: beth.lyons-mccarthy@tracypd.com
PHONE: (209) 831-6594
ADDRESS: 1000 Civic Center Drive
Tracy, CA 95376

(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
NAME: Stephanie Dougherty
TITLE: Director
EMAIL: stephanie.dougherty@ots.ca.gov
PHONE: (916) 509-3030
ADDRESS: 2208 Kausen Drive Suite 300
Sacramento, CA 95758

(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. **SAM INFORMATION**
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: NNLSG8XLKRC8 REGISTERED ADDRESS: 333 Civic Center Plaza CITY: Tracy ZIP+4: 95376-4062

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES

	AGREEMENT TOTAL **$60,000.00**
	AMOUNT ENCUMBERED BY THIS DOCUMENT **$60,000.00**
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**
OTS ACCOUNTING OFFICER'S SIGNATURE / DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE **$60,000.00**

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.
The City of Tracy is the second largest municipality in San Joaquin County. It is a continually growing and a diverse city with an estimated current population of approximately 100,000 residents. Tracy is often thought of a bedroom community with residents frequently commuting to the Bay Area for employment, and drivers from jurisdictions further east frequently use the city's surface streets to bypass clogged interstates during commute hours. According to the 2023 Census, 34% of residents identify as White, 41% identify as Hispanic, 22% identify as Asian and 6% identify as Black. Data from 2024 indicates that 34% of involved parties are Hispanic, 22% of involved parties are White, 6% are Black and 5% are Asian and 16% are other/unknown. The city lies within the triangle created by Interstates 5, Interstate 205, and Interstate 580 with a mix of residential, commercial, and industrial use. In 2024, crashes most frequently occur in the city on weekdays between 11:00 and 11:59 am and 3:00 to 3:59 pm and most fatal crashes occurred on weekdays between 5:29 and 10:59 pm.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).
The primary purpose of this grant request is to reduce the number of crashes, injuries, and deaths of community members resulting from impaired driving and other primary crash factors. Impaired driving, alcohol, and drugs (legal or illicit) and primary crash factors such as speed, disobedience to regulatory traffic control devices, and improper turning movements continue to be a hazard to the safety of the motoring public in this jurisdiction. Speed continues to be one of the top primary crash factors, and impaired drivers continue to contribute to crashes, injuries, and deaths in the city. Available statistics from the OTS website show 32 speed related crashes in 2022. Statistics also show 24 alcohol involved crashes in comparison to jurisdictions of similar size.

According to our crash management system, in 2024 there was 1 fatal crash resulting in 2 fatalities where speeding and driving under the influence of alcohol were identified as the primary crash factors. In 2024, there were a total of 205 injury crashes. 2022 was the deadliest year on record for the city with 11 fatalities. In 2023 there were 3 fatalities and 2024 there were 7 fatalities. Any effort to combat impaired driving and enforcement of primary crash factors, especially at intersections with a high number of crashes, will naturally complement each other. With additional tools and allowing more officers to address speed violations and DUI enforcement with OTS grant funding, continued proactive efforts to improve the safety on our roadways will be achieved. It is vital to the safety of the community to continue to take dangerous, impaired, and distracted drivers off of the road through enforcement and education efforts.

Additionally, Traffic Safety Unit officers and Motor Cadre officers working on overtime have been participating in a county-wide Saturation Traffic Enforcement program detail where we and our allied agencies have two scheduled days of highly visible, collaborative enforcement days, per jurisdiction including the City of Tracy. For example, officers from across the county will focus on primary crash factors violations in each particular jurisdiction with the goal of reducing crashes through education and enforcement. Two more officers have been allocated and filled to augment the TPD Traffic Safety Unit to a total of 8 officers. Our motor cadre also has 3 additional officers to fill in as needed.

Define the target population the grant intends to serve and how they are affected by the problem(s).
The target population this grant intends to serve includes all the visitors and residents of the City of Tracy, particularly those living in areas with high traffic volumes, frequent traffic crashes, and a history of unsafe driving behaviors. The top five primary crash factors are improper turning, unsafe speed, traffic sign/signal violations, improper driving and driving under the influence. Over 652,000 daily vehicle miles were traveled through the City of Tracy in 2022.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:	**Target Number**
1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	12
3. Develop (by December 31) and/or maintain a “DUI BOLO” program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	5
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	5
6. Conduct DUI Saturation Patrol operation(s).	20
7. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	11
8. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	7
9. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2

3. METHOD OF PROCEDURE

A. <u>Phase 1 – Program Preparation</u> (1st Quarter of Grant Year)

- The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- Conduct all training needed to implement the program, in the first quarter.
- Purchase all grant related supplies and materials to implement the program, in the first quarter.
- Items with a unit cost of $5,000 more (including tax and shipping) must comply with Buy America.

- In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements

Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid

media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the OTS Grants Materials Approval Process Guidelines and OTS Grants Media Approval Process FAQs on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-26	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$30,000.00
402PT-26	20.600	State and Community Highway Safety	$20,000.00
405e DDL-26	20.616	Distracted Driving Laws	$10,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
DUI Saturation Patrols	164AL-26	$1,365.50	20	$27,310.00
Benefits for 164AL OT @ 9.85%	164AL-26	$27,310.00	1	$2,690.00
Traffic Enforcement	402PT-26	$1,263.92	11	$13,903.00
Benefits for 402PT OT @ 9.85%	402PT-26	$13,903.00	1	$1,369.00
Distracted Driving Enforcement	405e DDL-26	$1,300.40	7	$9,103.00
Benefits for 405e OT @ 9.85%	405e DDL-26	$9,103.00	1	$897.00
Category Sub-Total				$55,272.00
B. TRAVEL EXPENSES				
In State Travel	402PT-26	$4,728.00	1	$4,728.00
				$0.00
Category Sub-Total				$4,728.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$60,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Benefits for 164AL OT @ 9.85% - 8.40% Workers Compensation 1.45% Medicare 9.85% total Claimed amounts must reflect actual benefits costs for overtime hours charged to the grant.
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Benefits for 402PT OT @ 9.85% - 8.40% Workers Compensation 1.45% Medicare 9.85% total Claimed amounts must reflect actual benefits costs for overtime hours charged to the grant.
Distracted Driving Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Benefits for 405e OT @ 9.85% - 8.40% Workers Compensation 1.45% Medicare 9.85% total Claimed amounts must reflect actual benefits costs for overtime hours charged to the grant.
TRAVEL EXPENSES In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Law Enforcement Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES -
EQUIPMENT -
OTHER DIRECT COSTS -
INDIRECT COSTS -
STATEMENTS/DISCLAIMERS There will be no program income generated from this grant. Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under. Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

The Certifications and Assurances are being finalized by the National Highway Traffic Safety Administration, once they are available, they will be added to the grant agreement.

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2025-

---

(1) ACCEPTING THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY GRANT AWARD IN THE AMOUNT OF $60,000 TO CONDUCT EXTRA PATROLS ANDTRAFFIC ENFORCEMENT; AND

(2) APPROPRIATING THE FULL GRANT FUNDS TO THE POLICE DEPARTMENT OPERATIONAL BUDGET FOR FISCAL YEAR 2025/26

WHEREAS, impaired driving and alcohol-related crashes constitute a major threat to the safety and well-being of the public; and

WHEREAS, the Tracy Police Department's (TPD) goal is to reduce traffic collisions and death and injuries related to these collisions through education, proactive traffic enforcement activities, and participation in traffic related campaigns; and

WHEREAS, the California Office of Traffic Safety Grant (OTS) provides grant funding for high-visibility traffic enforcement patrols focusing on the enforcement of primary crash factor violations including driving under the influence (DUI) saturation patrols and distracted driving enforcement and traffic enforcement equipment; and

WHEREAS, the primary purpose of this grant is to reduce the number of persons killed and injured in crashes involving alcohol and other primary collision factors; and

WHEREAS, the TPD applies for this grant annually and has been successful in receiving the awards for its traffic safety initiatives; and

WHEREAS, the TPD applied and was awarded an OTS grant in the amount of $60,000 and no local match is required for this grant; and

WHEREAS, staff request that the City Council accept the OTS grant award and appropriate the full grant funds to the Police Department Operational Budget for fiscal year 2025/2026.

NOW, THERFORE, be it resolved as follows:

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

FURTHER RESOLVED: That the City Council of the City of Tracy herby accepts the grant award of $60,000 from the California Office of Traffic Safety to conduct extra DUI saturation patrols, traffic enforcement, distracted driving enforcement and be it

FURTHER RESOLVED: That the City Council appropriates the full grant funds of $60,000 to the already approved Police Department's Operational Budget for fiscal year 2025/26, and be it

FURTHER RESOLVED: That the proposed action is not a "project" under the California Environmental Quality Act (CEQA), and pursuant to CEQA Guidelines Section 15061(b)(3), there is no possibility that this action will have an effect on the physical environment.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 19th of August 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

August 19, 2025

Agenda Item 1.I

REQUEST

Staff recommend that the City Council adopt a resolution to approve the submission of a claim to the San Joaquin Council of Governments for Transportation Development Act funds in the amount of $7,944,101 for Fiscal Year 2024-2025 and authorize the City Manager or designee to execute the claim.

EXECUTIVE SUMMARY

The City of Tracy (City) receives funds from the Transportation Development Act (TDA) that allow the City to provide transportation services throughout the community. The annual claim is necessary for the City to continue to receive TDA funding from the State through the San Joaquin Council of Governments (SJCOG). The amount the City will claim for FY 2024-2025 from the Local Transportation Fund (LTF) and the State Transit Assistance Fund (STA) is $7,944,101.

TDA funds are used for City TRACER operations and capital acquisitions, and pedestrian and bike paths. Staff recommends that the City Council approve the claim for TDA funds for FY 2024-2025 and authorize the City Manager or designee to execute the claim.

BACKGROUND AND LEGISLATIVE HISTORY

The Mills-Alquist-Deddeh Act (SB 325) was enacted by the California Legislature to improve existing public transportation services and encourage regional transportation coordination. Known as the Transportation Development Act (TDA) of 1971, this law provides funding to be allocated to transit and non-transit related purposes that comply with regional transportation plans.

Under the provisions of the TDA, the City is required to make an annual claim for funds apportioned to the City under the LTF and the STA. This claim is made to the State through the San Joaquin Council of Governments.

TDA funds are used to support the operations of the City's TRACER bus system, streets and road maintenance, and pedestrian and bike paths. Money for this claim is primarily being used for operational expenses that are not covered by Federal grants, as a funding source for the purchase of new buses, and to fund bikeways maintenance in various parts of Tracy.

ANALYSIS

The total claim for FY 2024-2025 for LTF is $7,901,203. The total claim for FY 2024-2025 for STA is $42,898. The available TDA funding for FY 2024-25 for the City of Tracy to claim under the LTF and STA is $8,049,518. The remaining balance of $148,315 will be available to claim in future years for additional transit projects.

The following table illustrates a breakdown of the various TDA claim amounts and purposes for this year's claim. Submission of this claim is needed in order to receive the necessary funding for continued public transit operations within the City of Tracy.

CITY OF TRACY FISCAL YEAR 2024-2025 TDA CLAIM AMOUNTS AND PURPOSES		
Fund	Amount	Purpose
LTF	$1,164,365	Article 8 Contractor Operating (PUC 99400(c))
LTF	$1,450,000	Article 8 Contractor Operating (PUC 99400(c)) Previous Year's Unclaimed
LTF	$0	Article 8 Contractor Operating (PUC 99400(c)) Previous Year's Unclaimed. (Transit Set-Aside)
LTF	$0	Article 8 Contractor Operating (PUC 99400(c)) Unexpended Carryover
LTF	$5,138,083	Article 8 Contractor Capital (99400(e)) Current Year Allocation
LTF	$0	Article 8 Contractor Capital (99400(e)) Unexpended Carryover
LTF	$148,755	Pedestrian and Bicycle: Article 3 (PUC 99234)
LTF	$0	Pedestrian and Bicycle: Article 3 (PUC 99234) Unexpended Carryover
LTF	$0	Roads & Streets: Article 8 (99400 (a))
LTF	$0	Roads & Streets: Article 8 (99400 (a)) Unexpended Carryover
STA	$42,898	CCR Section 6730 (a)
STA	$0	CCR Section 6730 (a) Previous Year's Unclaimed
Total: Less: 	$7,944,101 ($0) $7,944,101	Total LTF/STA claimed. Unexpended Carryover Net LTF/STA funds to be disbursed to City of Tracy

FISCAL IMPACT

Authorization to submit the claim is necessary for the city to continue to receive TDA funding. Such funding is budgeted for FY 2024-2025 for the transit program and to support various bike/ped and street programs.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that City Council adopt a resolution approving the submission of a claim to SJCOG for TDA funds in the amount of $7,944,101 for FY 2024-2025 and authorizing the City Manager or designee to execute the claim.

Prepared by: Ed Lovell, Transit Manager

Reviewed by: David Murphy, Assistant Director of Operations
Sara Castro, Finance Director
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING THE SUBMISSION OF A CLAIM TO THE SAN JOAQUIN COUNCIL OF GOVERNMENTS FOR TRANSPORTATION DEVELOPMENT ACT FUNDS IN THE AMOUNT OF $7,944,101 FOR FISCAL YEAR 2024-2025 AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE CLAIM

WHEREAS, under the provisions of the Transportation Development Act (TDA), the City of Tracy is required to make an annual claim to the San Joaquin Council of Governments (SJCOG) for funds apportioned to the City under the Local Transportation Fund and the State Transit Assistance Fund; and

WHEREAS, unclaimed amounts are carried forward to the next fiscal year for reimbursement in that time period; and

WHEREAS, as set forth in the chart below, the City's FY 2024-2025 claim under the Local Transportation Fund and the State Transit Assistance Fund totals $7,944,101. The total disbursement will be $7,944,101.

CITY OF TRACY FISCAL YEAR 2024-2025 TDA CLAIM AMOUNTS AND PURPOSES		
Fund	Amount	Purpose
LTF	$1,164,365	Article 8 Contractor Operating (PUC 99400(c)) Current Year Allocation
LTF	$1,450,000	Article 8 Contractor Capital (PUC 99400(c)) Previous Year's Unclaimed
LTF	$0	Article 8 Contractor Operating (PUC 99400(c)) Previous Year's Unclaimed. (Transit Set-Aside)
LTF	$0	Article 8 Contractor Operating (PUC 99400(c)) Unexpended Carryover
LTF	$5,138,083	Article 8 Contractor Capital (99400(e)) Current Year Allocation
LTF	$0	Article 8 Contractor Capital (99400(e)) Unexpended Carryover
LTF	$148,755	Pedestrian and Bicycle: Article 3 (PUC 99234)
LTF	$0	Pedestrian and Bicycle: Article 3 (PUC 99234) Unexpended Carryover
LTF	$0	Roads & Streets: Article 8 (99400 (a))

LTF	$0	Roads & Streets: Article 8 (99400 (a)) Unexpended Carryover
STA	$42,898	CCR Section 6730 (a)
STA	$0	CCR Section 6730 (a) Previous Year's Unclaimed
Total: Less: 	$7,944,101 ($0) $7,944,101	Total LTF/STA claimed. Unexpended Carryover Net LTF funds to be disbursed to City of Tracy

WHEREAS, such funds will be used to support the operations of the City's TRACER bus system, streets and road maintenance, and pedestrian and bike paths. Money for this claim will primarily be used for operational expenses that are not covered by Federal grants, as a funding source for the purchase of new buses, and to fund bikeways maintenance in various parts of the City.

NOW, THEREFORE, be it resolved as follows:

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

FURTHER RESOLVED: That the City Council approves the submission of a claim to SJCOG for TDA funds in the amount of $7,944,101 for FY 2024-2025; and be it.

FURTHER RESOLVED: That the City Council authorizes the City Manager or designee to execute the claim and 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 19th day of August, 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

August 19, 2025

Agenda Item 1.J

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (1) approving a Professional Services Agreement with Mark Thomas & Company, Inc., a California Corporation, for the Interstate 580 and Corral Hollow Road Interchange, Capital Improvement Project 73198, for an initial term of three years and a total not-to-exceed amount of $418,305, and (2) authorizing the City Manager to execute an administrative extension of the agreement limited to two (2) one-year terms upon demonstrated need.

EXECUTIVE SUMMARY

Following a Request for Qualifications for an On-call List to provide Roadway and Utility Design Services, the City Council approved nine (9) qualified consultants, including Mark Thomas & Company, Inc., under Resolution No. 2024-084 on June 4, 2024. Staff routinely request proposals from the established on-call list whenever needs arise.

This agenda item seeks the adoption of a resolution authorizing the execution of a Professional Services Agreement (PSA) with Mark Thomas & Company, Inc. (Consultant) of Sacramento, California, for the Interstate 580 (I-580) and Corral Hollow Road Interchange, Capital Improvement Project 73198 (Project).

The scope of services includes coordination and project management during the Project Approval and Environmental Document (PA&ED) phase of the Project, for a not-to-exceed amount of $418,305. Staff is also requesting authorization for the City Manager to execute an administrative extension of the agreement, limited to two (2) one-year terms, upon demonstrated need.

BACKGROUND AND LEGISLATIVE HISTORY

The 2012 Transportation Master Plan (TMP) identified the existing I-580 and Corral Hollow Road Interchange as a future widening/replacement of the bridge overcrossing from two lanes to four lanes, along with the addition of two roundabouts for ultimate buildout, contingent upon development in the region. On April 5, 2016, City Council adopted the Tracy Hills Specific Plan (THSP) by Resolution No.2016-065 and identified that all public facilities necessary to serve the Tracy Hills Development (Tracy Hills), including mitigations of impacts the residential subdivision developments, are constructed or assured before approval of a final map or issuance of a building or grading permit.

On October 1, 2020, the City entered into a Professional Services Agreement (PSA) with Mark Thomas & Company, Inc. The original agreement involved project support and coordination with the California Department of Transportation (Caltrans) for the I-580 Interchange at Corral Hollow Road and Lammers Road. The City aimed to provide initial engineering support for roadway improvements required to address traffic impacts from the Tracy Hills development.

On October 19, 2021, the City Council adopted the THSP Amendment for Tracy Hills Phase 2 by Resolution No. 2021-154, which authorized the Vesting Tentative Subdivision Map for Tracy Hills Phase 2 (Tract 4057). Approval was conditioned on compliance with specific requirements,

including the Mitigation Measures outlined in the Tracy Hills Environmental Impact Report (EIR), approved by Resolution No. 2016-063. Notably, Condition B.2 of the Conditions of Approval incorporated Mitigation Measure No. 4.13-5a, related to I-580 and Corral Hollow Road.

The I-580 and Corral Hollow Road interchange falls under Caltrans jurisdiction. The City and Tracy Hills generally acknowledged Caltrans would likely require the City to serve as the construction entity for the interchange improvement. In Fiscal Year 2023/24, the City established the CIP Project (CIP 73198) to support cooperative agreements, cover staff costs, and formalize a Cooperative Agreement with Caltrans for the Project.

On July 2, 2024, City Council approved a Conditional Offsite Improvement Agreement (COIA) with Tracy Hills for the I-580 and Corral Hollow Road Interchange by Resolution No. 2024-120. Tracy Hills, in collaboration with the City and Caltrans, initiated a Project Study Report (PSR) for the interchange and off-site improvements and accelerated the environmental review process for the Project. Under the executed COIA under Recital ‘M’, it outlined that Tracy Hills shall continue to advance funding to commence design work for the Offsite Improvements pursuant to the existing Cost Recovery Agreement. The construction of the interchange and off-site improvements are triggered once the development traffic reaches the 2,588 AM peak hour trips.

ANALYSIS

Caltrans is currently engaged in ongoing consultations regarding the final design and the Public Agency and Environmental Document (PA&ED) process for the interchange and off-site improvements and is considering various design alternatives. The City has supported these efforts by utilizing the on-call professional services agreement, initially approved under Resolution 2021-028 and later replaced after expiration by Resolution No. 2024-084, to provide project support on a time-and-materials basis within the original scope, which has now been fully exhausted.

The Project was awarded the Multimodal Project Discretionary Grant – Rural for Fiscal Year 25/26. To meet critical grant deadlines, the City intends to retain the Consultant’s professional services to continue project management and support during the PA&ED phase. This includes expanding project limits on the mainline of I-580 and widening the Corral Hollow Creek Bridge on eastbound I-580, necessary to mitigate traffic impacts from the Tracy Hills Development.

It is in the City’s best interest to utilize the on-call consultant list to execute a separate Professional Services Agreement (see attachment A) with the Consultant. This will ensure consistency, seamless coordination, and effective project management to support the Project’s success. Staff has negotiated a fair and reasonable amount not to exceed $418,305 for the required services.

FISCAL IMPACT

The cost of the work performed by the Consultant will be paid for through the Cost Recovery Agreement with Tracy Hills pursuant to the executed Conditional Offsite Improvement Agreement under Recital 'M'.

PUBLIC OUTREACH/ INTEREST

Not applicable

COORDINATION

The City's Engineering division coordinated with several stakeholders, including Caltrans and the Tracy Hills Development.

CEQA DETERMINATION

In accordance with the California Environmental Quality Act (CEQA) Guidelines §15063 (14 CCR §15063), the Project must evaluate potential impacts prior to approval. The Project is undergoing an Initial Study to determine its environmental effects and will present the final declaration to the Council under a separate action at a future council meeting.

STRATEGIC PLAN

The action is in accordance with the Quality of Life Strategic Priority to advance 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 to (1) approve a Professional Services Agreement with Mark Thomas & Company, Inc., a California Corporation, for the Interstate 580 and Corral Hollow Road Interchange, Capital Improvement Project 73198, for an initial term of three years and a total not-to-exceed amount of $418,305, and (2) authorize the City Manager to execute an administrative extension of the agreement limited to two (2) one-year terms upon demonstrated need.

Prepared by: Lauren Gonzalez, Management Analyst II

Reviewed by: Sharat Bandugula, PE, Assistant City Engineer
Even Marcelo, PE, City Engineer
Sara Castro, Finance Director
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENT

Attachment A – Mark Thomas – PSA – CIP 73198
PA&ED

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
MARK THOMAS & COMPANY, INC.
FOR
PROJECT SUPPORT FOR INTERSTATE 580 AND CORRAL HOLLOW ROAD INTERCHANGE, CAPITAL IMPROVEMENT PROJECT 73198, PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED) PHASE EXPANDED SERVICES.

This Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and [Mark Thomas & Company, Inc.], 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 perform project management and support for the Interstate 580 (I-580) and Corral Hollow Road Interchange during the Project Approval and Environmental Document (PA&ED) phase to include an expanded project limits on the mainline of I-580, and the necessitated widening of the Corral Hollow Creek Bridge located on eastbound I-580 needed to mitigate the traffic impacts of the Tracy Hills Development, as further described herein and in Exhibit A; and

B. On March 16, 2021, under Resolution No. 2021-028, the City entered into a Master Professional Services Agreement with the Consultant to provide On-Call Engineering Services for Transportation Projects; and

C. On March 23, 2022, the Consultant submitted a proposal under the On-Call Master Professional Services Agreement to complete the Project Approval & Environmental Documentation (PA&ED) phase for the I-580 and Corral Hollow Road Interchange, Capital Improvement Project 73198 ("Project"), for the City to address traffic congestion in the area related to regional traffic growth and the ongoing development at Tracy Hills in the amount of $739,172, which has been fully exhausted; and

D. On June 4, 2024, under Resolution No. 2024-084, Mark Thomas & Company Inc., was approved under the On-Call professional services list for five (5) years to perform On-Call Roadway and Utility Design services pursuant to Tracy Municipal Code Sections 2.20.140. The need to utilize the original consultant to support the Project in its expanded scope and the additional costs associated with completing the PA&ED phase as recommended by the Project Development Team have prompted staff to recommend awarding a Professional Services Agreement (PSA) to Mark Thomas & Company, Inc. to provide engineering, project management, and coordination efforts as necessary to complete the work; and

E. After negotiations between the City and Consultant, the Parties have reached an agreement for Consultant's professional services as set forth in this Agreement.

F. This Agreement was approved on _____, 2025, pursuant to Tracy Municipal Code Section 2.20.140(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 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": Matt Brogan, PE, Principal**.** 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 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 August 19, 2025, and expire and terminate automatically on August 18, 2028, or earlier by termination pursuant to Section 6 of this Agreement ("Term"). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by the City Manager shall be limited to two (2), one (1) year terms and require a written determination by the City Manager that the Consultant has satisfactorily met all the requirements of this Agreement.

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

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed $418,305 (four hundred eighteen thousand three hundred and five 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 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:

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 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: Even Marcelo, PE, City Engineer
Public Works – Engineering Division
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
Mark Thomas & Company, Inc.
Attn: Matt Brogan, PE
Principal, Vice President
701 University Avenue, Suite 200
Sacramento, CA 95825

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.

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.

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]

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 B. A. Quintanilla, City Clerk

Approved as to form:

_____
L. David Nefouse, City Attorney

Consultant: Mark Thomas & Company, Inc.



By: Matt Brogan, PE
Title: Principal and Vice President
Date: 7/21/25

Federal Employer Tax ID No. 94-1451490

_____

By: Attached Clerk Certificate
Title: _____
Date: _____

Exhibits:

A	Scope of Work
B	Compensation

EXHIBIT A - Scope of Work

MARK THOMAS

June 25, 2025 22-00244

Mr. Sharat Bandugula
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

RE: I-580/Corral Hollow Interchange Additional Services Letter

Dear Mr. Bandugula:

Mark Thomas & Company, Inc. (Mark Thomas) has prepared this additional services letter for the I-580/Corral Hollow Project, PA&ED (the Project). The project started with initial assumptions, with the scope of services approved in 2022. Since then, progress has exhausted the budgets for Tasks one, Project Management; three, Preliminary Engineering; and four, Project Report. The project scope was expanded due to an increase in project limits on the mainline of I-580, which also necessitated the widening of the Corral Hollow Creek bridge on eastbound I-580. An additional eastbound Coral Hollow Road on-ramp was also studied as recommended by the Project Development Team (PDT). Task activities and assumptions are outlined below, along with the additional projected budget required to complete the project PA&ED.

TASK 1 - Project Management

Mark Thomas will manage the project team, which includes overseeing team management, coordinating general project activities with the City, preparing contract paperwork, memos, letters, and emails, making phone calls, preparing invoices and monthly progress reports, and maintaining project files. We will update the Critical Path Schedule (CPM) monthly to track performance and identify potential issues that could delay or accelerate the schedule. Each submittal will be shown in the CPM and tracked for internal progress and external review periods. The CPM will be presented as a discussion item at each Project Development Team (PDT) meeting. Other managerial duties include keeping the Project History file up to date.

0001 Project Management/Caltrans Project Development Team Meetings

Mark Thomas will establish a Caltrans Project Development Team (PDT), which will include members of the design team, City, Caltrans, and other individuals critical to

project delivery. This task involves preparing agendas and summarizing the meeting notes, including action items. Action items will be tracked until resolved. The original scope assumed eighteen virtual meetings over the anticipated 18-month schedule.
Due to the extended duration of the project initiation and scoping by the PDT team, an additional eighteen virtual meetings are anticipated to complete PA&ED by December 2025. An environmental project manager will participate in the remaining PDT meetings and follow up with the environmental subconsultant team and Caltrans to expedite the completion of the environmental document for the project.

0002 Quality Assurance / Quality Control

Mark Thomas will prepare a project-specific work plan to identify the work products, the Quality Assurance Manuals to be used, and the deliverables to be reviewed. We will complete and document an independent technical review of each significant submittal. Review comments will be addressed before submission to the City and Caltrans.

0003 Additional Caltrans Coordination

This task involves non-PDT meetings with Caltrans that focus on a single subject matter, rather than including the entire PDT team. We have assumed up to six Caltrans virtual focus meetings on subjects such as Traffic Operations, Environmental technical studies, or Design.

Due to various issues in the project during the initial stages, several additional Caltrans-focused meetings were held, exceeding the initial assumption of up to six meetings. We anticipate another seven Caltrans focus meetings on the project.

0004 Additional City of Tracy Coordination

Mark Thomas participates in virtual coordination meetings with the City of Tracy and developers to coordinate the project. We anticipate up to six virtual meetings until the completion of PA&ED on this project.

TASK 1 DELIVERABLES:

- Meeting notes and agendas
- Monthly Invoices and Progress Reports
- Project Schedule
- QA/QC Plan and Reviews

GENERAL ASSUMPTIONS:

- All deliverables will be in electronic format, except where hard copies are noted.
- Caltrans Survey ABC Process Documentation
- Utility “A” Letters
- Utility Response Tracking Spreadsheet
- Topographic Base Map with mapped utility locations (AutoCAD format)
- Existing Right of Way Base Map (AutoCAD format)

TASK 3 - Preliminary Engineering

0001 Geometric Approval Drawings

For the Draft and Final Project Study Report/Project Report, Mark Thomas will prepare Geometric Approval Drawings (GADs) for Caltrans' review and approval. It was assumed that only one build alternative (dual lane roundabouts with bridge widening) will be developed. After the traffic studies were performed, Diverging Diamond Interchange (DDI) was found to be the preferred alternative. Two GADs were developed as result. One GAD utilizes the widening of the I-580 EB Corral Hollow Creek bridge, another alternative for a new I-580 EB on-ramp bridge avoiding an existing oil pipeline and not utilizing the existing Corral Hollow Creek bridge was developed. The purpose of the GADs is to identify geometric design features, environmental impacts, right-of-way footprint, and necessary design exceptions. The GADs will display alignment, superelevation, profile, and typical cross-sections. The profile will be sufficient for the PA&ED phase but may need to be refined with additional survey data during the final design phase. The format for the GADs will be strip map exhibits.

0002 Structure Advanced Planning Studies

29- 0081LMark Thomas will prepare a Structure Advance Planning Study (APS) for the widening of the Corral Hollow Road Overcrossing (Bridge No. 29-00080) and prepare two APSs for the widening and new Corral Hollow Creek Bridge (Bridge No. 29- 0081L) to accommodate the eastbound I-580 on-ramp. The APS will consist of one plan sheet that shows the basic structure layout, items of work, and a square foot cost estimate. For this scope, it is assumed the widening will consist of a four-span, cast-in-place, reinforced box girder to match the existing structure. An APS Design Memo will be prepared to document unusual structural features, construction staging, falsework requirements, proposed aesthetics, constructability, necessary retrofit work, structural upgrades, and the assumed foundation type. Existing bridge-built plans and Bridge Inspection Reports (BIR) will be reviewed. An APS checklist will also be included. The APS submittal will follow the Caltrans Memo to Designer manual and the OSFP Information and Procedure Guide. It will consist of the APS, Preliminary Foundation Report, APS Checklist, and APS Design Memo. It is

assumed that Caltrans will not require an itemized cost estimate. The APS will be submitted to Caltrans for review and comment. It is thought that one round of Caltrans comments will be addressed. The approved APS will be included as part of the Project Study Report/Project Report.

0004 Drainage Impact Summary Report

Mark Thomas will obtain all relevant drainage information, including storm drain facilities, ditches, pipe location and sizes, local rainfall intensities, and flows. A hydrologic analysis will be conducted to establish watershed boundaries for the areas draining to this project, determine flows by Caltrans standards, and develop preliminary drainage concepts. The analysis will be documented in a Drainage Impact Summary Report, which will include, but not be limited to, detailed discussions of the following: existing conditions, off-site hydrology and hydraulics, on-site roadway drainage, existing and post-project drainage patterns, stormwater quality, and other topics of significance. Since the new DDI alternatives required Corral Hollow Creek widening or a new I-580 EB Corral Hollow Creek bridge, a Structure Hydraulics Study was needed for the preparation of the Advanced Planning Studies (APS) for the Corral Hollow Creek bridge alternatives.

0005 Storm Water Data Report

Mark Thomas will prepare a Stormwater Data Report in accordance with Caltrans procedures, tailored explicitly for the PA&ED phase of a project, utilizing information developed under Task 3.1.

0006 Landscape Assessment

Mark Thomas will prepare a draft and final Landscape Assessment memo outlining improvements to the interchange landscape. The memo will include a description of the existing conditions and site setting, and provide recommendations regarding plant types, placement, physical character, and visual impacts of landscape improvements.

0007 Utility Conflict Analysis

Mark Thomas will use the information gathered by the Utility "A" Letter process to identify potential utility conflicts. We will contact the utility companies to help determine the costs of relocations and make a preliminary determination of "prior rights" to establish the cost to be used in the Right-of-Way Data Sheet, which the City's Right-of-Way Consultant will prepare. It is assumed that there are no existing utilities within Caltrans' right-of-way that require preparation of a Utility Longitudinal Encroachment Variance Request Memorandum, which would need to be conceptually approved for the Draft Project Study Report or Project Report.

0007 Life Cycle Cost Analysis

Mark Thomas will complete a Life Cycle Cost Analysis to compare the life-cycle costs of different pavement types and design strategies, including: 1) Pavement types (flexible, rigid, or composite and 2) Pavement design lives comparisons (e.g., twenty vs. 40 years). LCCA will be performed and documented, using the procedures and data in the Caltrans LCCA Procedures Manual.

TASK 3 DELIVERABLES

- Draft and Final GADs
- Draft and Final DIB 78
- Advance Planning Study for Structure widening
- Draft and Final Drainage Impact Summary Report
- Draft and Final Storm Water Data Report
- Draft and Final Landscape Assessment Memo
- Draft and Final Life Cycle Cost Analysis

TASK 4 - Project Report

0001 Cost Estimates

Mark Thomas will prepare quantities and unit costs for the one build alternative, including two eastbound I-580 on-ramp alternatives, and complete the 11-page Caltrans Preliminary Project Cost Estimate Summary. Approximate quantities will be developed, and unit costs will be determined based on Caltrans Contract Cost Data and recent applicable bid results. The 11-page estimate will also include supplemental items, state-furnished materials, and an estimate of Capital Outlay Support Costs.

0004 Project Study Report/Project Report

Mark Thomas will prepare the Draft and Final Project Study Report/Project Report (PSR/PR) for distribution, review, and approval by the City, Caltrans, and selected PDT members.

Concurrently with environmental document submittals, we will prepare the PSR/PR for distribution, review, and approval by Caltrans and the rest of the PDT. The PSR/PR will be prepared in conformance with Caltrans Project Development Procedures Manual, latest guidelines, and the format style will include the supporting information (GADs, Traffic Studies, Cost Estimates, etc.) listed above.

The report will be prepared and approved in two versions: The Draft PSR/PR requests approval to circulate the draft environmental document, and the Final PSR/PR requests approval of the project's preferred build alternative and to

proceed into the PS&E and right-of-way acquisition phase of project delivery. Each version of the above reports will be submitted in Draft Form (full District circulation), Draft Final (limited, management review) and Final Form (District circulation copies), for a total of six submittals.

FEE ESTIMATE

Please see the attached document for a breakdown of the fees for the additional services.

SCHEDULE

The latest project PA&ED target is December 2025.

Thank you for the opportunity to provide this letter with additional services for the I-580/Corral Hollow Interchange PA&ED (PO #2301409) project. Please call me if you require further information or have any questions about these services.

Sincerely,

MARK THOMAS



Matt Brogan
Principal, Vice President

EXHIBIT B - Compensation

COST PROPOSAL FOR PROJECT SCOPE - Tracy: I-580/Corral Hollow Interchange - PA&ED (Project Report)

MARK THOMAS

*Please note that rates shown are for estimating purpose only. See Rate Schedule for actual rates/ranges.

		Mark Thomas													
		Principal $530	Sr. Project Manager $300	Sr. Project Manager $350	Sr. Technical Lead $340	Project Manager $310	Sr. Project Engineer $270	Civil Engineering Designer $230	Design Engineer II $195	Design Engineer I $160	Technician $125	Intern $95	Planner II $170	Project Accountant $170	Sr. Project Coordinator $200	TOTAL COST
1.0	**PROJECT MANAGEMENT**															
1.1	Management/Caltrans PDT Meetings/Environ. Coord.	10	180	60			20						120	10	10	$109,800
1.2	Quality Assurance/Quality Control	2		16	8		8									$11,540
1.3	Additional Caltrans Coordination	8		8												$7,040
	Subtotal Phase 1	**20**	**180**	**84**	**8**	**0**	**28**	**0**	**0**	**0**	**0**	**0**	**120**	**10**	**10**	**$128,380**
2.0	**DATA COLLECTION**															
	Subtotal Phase 2	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**
3.0	**PRELIMINARY ENGINEERING**															
3.1	GAD's			20	20		80		120	60						$68,400
3.3	Structure Advance Planning Studies			32		20	60		60		60					$52,800
3.4	Drainage Impact Summary Report			8	8	40	20		16							$26,440
3.5	Storm Water Data Report			8			16		16	16						$12,800
3.6	Landscape Assessment					40			12	12						$16,660
3.7	Utility Conflict Analysis						8		16							$5,280
3.8	Life Cycle Cost Estimates						8		16							$5,280
	Subtotal Phase 3	**0**	**0**	**68**	**28**	**100**	**192**	**0**	**256**	**88**	**60**	**0**	**0**	**0**	**0**	**$187,660**
4.0	**PROJECT REPORT**															
4.1	Cost Estimates			8	8		16		16	16						$15,520
4.4	Project Study Report/Project Report															$0
4.4.1	Draft PSR/PR			16	16		40	20	40	40		8				$41,400
4.4.2	Final PSR/PR			12	12		40	20	20	20						$30,780
	Subtotal Phase 4	**0**	**0**	**36**	**36**	**0**	**96**	**40**	**76**	**76**	**0**	**8**	**0**	**0**	**0**	**$87,700**
TOTAL HOURS		**20**	**180**	**188**	**72**	**100**	**316**	**40**	**332**	**164**	**60**	**8**	**120**	**10**	**10**	
Anticipated Salary Increases																**$14,565**
TOTAL COST		**$10,000**	**$59,400**	**$62,040**	**$23,040**	**$29,500**	**$80,580**	**$8,600**	**$59,760**	**$24,600**	**$6,900**	**$720**	**$19,800**	**$1,600**	**$1,850**	**$418,305**

MARK THOMAS & COMPANY, INC. RATE SCHEDULE

EXPIRES JUNE 30, 2026

Engineering	
Intern	$65 - $120
Technician	$100 - $145
Design Engineer I	$130 - $185
Design Engineer II	$150 - $235
Sr. Technician	$165 - $230
Civil Engineering Designer	$175 - $275
Project Engineer	$180 - $255
Sr. Project Engineer	$220 - $315
Sr. Technical Engineer	$225 - $260
CADD Manager	$240 - $285
Technical Lead	$255 - $315
Sr. Technical Lead	$300 - $375
Design Manager	$385 - $430
Engineering Manager	$385 - $430
Sr. Engineering Manager	$385 - $520
Construction Management	
Office Engineer	$180 - $285
* Inspector - CM	$205 - $290
* Asst. Resident Engineer	$250 - $285
* Sr. Inspector - CM	$260 - $360
Construction Manager	$280 - $325
Area Manager - CM	$280 - $325
Resident Engineer	$305 - $365
Sr. Resident Engineer	$365 - $405
Planning	
Planner I	$115 - $150
Economist	$145 - $170
Planner II	$150 - $185
Sr. Planner	$180 - $250
Landscape Architecture/Urban Design	
Landscape Intern	$95 - $115
Landscape Designer I	$115 - $140
Landscape Designer II	$135 - $180
Landscape Architect	$175 - $205
Sr. Landscape Architect	$195 - $225
Grant Writing	
Funding Specialist	$145 - $270
Sr. Funding Specialist	$280 - $325
Funding Manager	$350 - $410

Surveying	
Survey Technician I-III	$70 - $195
Lead Survey Technician	$150 - $175
Survey Specialist I-III	$140 - $295
Asst Surveyor I-III	$150 - $210
Project Surveyor I-III	$205 - $325
* Chief of Party	$215 - $270
* Instrumentperson	$205 - $245
* Chainperson	$195 - $230
* Apprentice	$130 - $195
* 2-Person Crew	$415 - $480
* 3-Person Crew	$590 - $710
* Utility Locator	$210 - $270
Drone	$290
Project Management & Oversight	
Project Manager	$195 - $355
Sr. Project Manager	$260 - $400
Survey Manager I-II	$250 - $435
SUE Program Manager	$300 - $335
Division Manager	$295 - $445
Principal	$500 - $550
Project Support	
Technical/Sr. Technical Writer	$125 - $170
Project/Sr. Project Assistant	$95 - $185
Survey Coordinator	$125 - $130
Project/Sr. Project Coordinator	$135 - $230
Graphic/Sr. Graphic Designer	$140 - $250
Project/Sr. Project Accountant	$130 - $200
Sr. Graphic Manager	$225 - $290
Project Delivery Manager	$230 - $255
Project Accountant Manager	$250 - $280
Safety Manager	$270 - $275
District Management	
* Inspector - Apprentice	$100 - $120
* Inspector/Sr. Inspector	$115 - $205
* Lead Inspector	$165 - $185
Assistant/Associate Sanitary Engineer	$180 - $250
Sanitary/Sr. Sanitary Project Engineer	$225 - $315
Operations/Deputy District Manager	$285 - $405
District Manager-Engineer	$415 - $465
Special Services	
Expert Witness	$550
Strategic Consulting	$550

Reimbursables including, but not limited to; reproductions, delivery and filing fees; outside consultant fees; and survey field expenses will be billed at *Cost Plus 5%* . **Mileage** will be billed per *current IRS Rate.*

Additional promotional steps exist within various rate categories.

This rate schedule expires June 30, 2026; rates are subject to escalation with new hourly rate schedule as of July 1, 2026.

** These charge rates are subject to Prevailing Wage laws and Union contract.*

CERTIFICATION OF CORPORATE AUTHORITY
Mark Thomas

The undersigned, Matt Brogan, Secretary of Mark Thomas. (the "Company"), HEREBY CERTIFIES as follows:

He is the duly elected Secretary of the Company, a California corporation.

At a meeting of the Board of Directors of the Company on March 28th 2025, the following resolution was adopted:

RESOLVED: That certain individuals of this corporation, acting singly, be and hereby are authorized at any time and from time to time, to enter into contracts or other binding agreements (such as NDAs and teaming agreements) for the provision of services by the Company as follows:

1. Brandon Benton (Associate, Division Manager) is authorized up to the amount of $1,500,000, or as delegated.
2. Dave Moritz (Associate Principal, Division Manager), Ed Noriega (Associate Principal, Division Manager), Pat Somerville (Associate Principal, Division Manager), Darin Johnson (Associate Principal, Division Manager) Ben Porter (Associate Principal, Division Manager) and Kimberly Post (CFO) are authorized up to the amount of $3,000,000, or as delegated.
3. Matt Brogan (Principal, Executive Vice President),Sasha Dansky (Principal, Executive Vice President), and Shawn O'Keefe (Principal, Executive Vice President) are authorized up to the amount of $10,000,000, or as delegated.
4. Zach Siviglia (Principal, President, CEO) is authorized up to the amount of $15,000,000, or as delegated.
5. Any contract in excess of $15,000,000 is subject to the review of the Board of Directors and will be signed by Zach Siviglia (Principal, President ,CEO).

The signature authority, contract limit authorization, and delegation approved by this resolution is made may be revoked at any time at the discretion of Zach Siviglia (Principal, President, CEO).

According to the records of the Company in my possession as of this date, the above is a true and correct copy of said resolution, said resolution has not been amended or repealed, and is in full force and effect.

DATED March 28, 2025

Matt Brogan, Secretary

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

---

(1) APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS & COMPANY, INC., A CALIFORNIA CORPORATION, FOR THE INTERSTATE 580 AND CORRAL HOLLOW ROAD INTERCHANGE, CAPITAL IMPROVEMENT PROJECT 73198, FOR AN INITIAL TERM OF THREE YEARS AND A TOTAL NOT-TO-EXCEED AMOUNT OF $418,305, AND (2) AUTHORIZING THE CITY MANAGER TO EXECUTE AN ADMINISTRATIVE EXTENSION OF THE AGREEMENT LIMITED TO TWO (2) ONE-YEAR TERMS UPON DEMONSTRATED NEED.

WHEREAS, the 2012 Transportation Master Plan (TMP) identified the existing I-580 and Corral Hollow Road Interchange as a future widening/replacement of the bridge overcrossing from two lanes to four lanes, along with the addition of two roundabouts for ultimate buildout, contingent upon development in the region; and

WHEREAS, on April 5, 2016, City Council adopted the Tracy Hills Specific Plan (THSP) by Resolution No. 2016-065, and identified that all public facilities necessary to serve the Tracy Hills Development (Tracy Hills), including mitigations of impacts the residential subdivision developments, are constructed or assured before approval of a final map or issuance of a building or grading permit; and

WHEREAS, on October 1, 2020, the City entered into a Professional Services Agreement (PSA) with Mark Thomas & Company, Inc. The original agreement involved project support and coordination with the California Department of Transportation (Caltrans) for the I-580 Interchange at Corral Hollow Road and Lammers Road. The City aimed to provide initial engineering support for roadway improvements required to address traffic impacts from the Tracy Hills development; and

WHEREAS, on October 19, 2021, the City Council adopted the THSP Amendment for Tracy Hills Phase 2 by Resolution No. 2021-154, which authorized the Vesting Tentative Subdivision Map for Tracy Hills Phase 2 (Tract 4057). Approval was conditioned on compliance with specific requirements, including the Mitigation Measures outlined in the Tracy Hills Environmental Impact Report (EIR), approved by Resolution No. 2016-063; and

WHEREAS, the I-580 and Corral Hollow Road interchange falls under Caltrans jurisdiction. The City and Tracy Hills generally acknowledged Caltrans would likely require the City to serve as the construction entity for the interchange improvement; and

WHEREAS, in Fiscal Year 2023/24, the City established the CIP Project (CIP 73198) to support cooperative agreements, cover staff costs, and formalize a Cooperative Agreement with Caltrans for the Project; and

WHEREAS, Caltrans is currently engaged in ongoing consultations regarding the final design and the Public Agency and Environmental Document (PA&ED) process for the interchange and off-site improvements and is considering various design alternatives; and

WHEREAS, the City has supported these efforts by utilizing the on-call professional services agreement, initially approved under Resolution 2021-028 and later replaced after expiration by Resolution No. 2024-084, to provide project support on a time-and-materials basis within the original scope, which has now been fully exhausted; and

WHEREAS, the Project was awarded the Multimodal Project Discretionary Grant – Rural for Fiscal Year 25/26. To meet critical grant deadlines, the City intends to retain the Consultant's professional services to continue project management and support during the PA&ED phase; and

WHEREAS, it is in the City's best interest to utilize the on-call consultant list to execute a separate Professional Services Agreement (see Exhibit 1) with the Consultant. This will ensure consistency, seamless coordination, and effective project management to support the Project's success; and

WHEREAS, staff has negotiated a fair and reasonable amount not to exceed $418,305 for the required services; now, therefore, be it

RESOLVED: That the City Council adopts a resolution to approve a Professional Services Agreement with Mark Thomas & Company, Inc., a California Corporation, for the Interstate 580 and Corral Hollow Road Interchange, Capital Improvement Project 73198, for an initial term of three years and a total not-to-exceed amount of $418,305; and be it

FURTHER RESOLVED: That the City Council authorizes the City Manager to execute an administrative extension of the agreement limited to two (2) one-year terms upon demonstrated need**.**

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 19th day of August, 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

August 19, 2025

Agenda Item 1.K

RECOMMENDATION

Staff recommend that City Council adopt a resolution authorizing a Professional Service Agreement with IMEG Consultant Corp, Domestic Business Corporation, to provide a one-time professional service for assessing the City's public water system related to Section 2013 of the America's Water Infrastructure Act of 2018 (AWIA) requiring the completion of a five-year review of the City's Risk and Resilience Assessment for a total not-to-exceed amount of $57,500 and a term ending February 26, 2026

EXECUTIVE SUMMARY

The City of Tracy provides domestic water to over 28,000 connections and is experiencing expansion through continued growth in both residential and commercial areas. The purpose of the America's Water Infrastructure Act of 2015 (AWIA) is to review existing water infrastructure systems and operation practices to make recommended actions for improvement and to minimize impacts on public health, and the safety and supply of drinking water from natural hazards or malevolent acts. IMEG shall provide the full range of services, including project management, data collection, and updates, as necessary, to the City's Risk and Resilience Assessment (RRA), and submit the RRA to the U.S. Environmental Protection Agency (EPA), no later than December 31st, 2025.

BACKGROUND AND LEGISLATIVE HISTORY

The Safe Drinking Water Act (SDWA) Section 1433, as amended by the America's Water Infrastructure Act (AWIA) Section 2013 in 2018, requires community water systems (CWSs) serving more than 3,300 people to complete a risk and resilience assessment (RRA).

RRAs evaluate the vulnerabilities, threats, and consequences from potential hazards. SDWA section 1433 requires that RRAs assess the risks to and resilience of specified assets to malevolent acts and natural hazards, including: physical barriers, source water, pipes and constructed conveyances, water collection and intake, pretreatment and treatment, storage and distribution facilities electronic, computer, or other automated systems (including the security of such systems), monitoring practices, financial infrastructure, the use, storage, or handling of chemicals and operation and maintenance of the system.

RRAs must be conducted every five years and the CWS must submit a recertification of completion to the U.S. EPA no later than December 31st, 2025.

ANALYSIS

On June 20th, 2025, the City issued a Request for Proposals (RFP) for a consultant to perform the RRA for the City's public water system. On July 8th, 2025, three proposals were submitted to the City. Under Tracy Municipal Code Sections 2.20.140(a)(2), staff made the determination that IMEG demonstrated 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 RRA. Staff negotiated the terms and both parties came to an agreement. The

attached sheets provide the basis for the fees associated with the performance of this contract.

FISCAL IMPACT

Funding for this Professional Service Agreement shall be accounted for in the City Council adopted Fiscal Year 2026 Enterprise Water Fund (511) Water Operations budget.

CEQA DETERMINATION

This action is not a project under the California Environmental Quality Act (CEQA) and is therefore not subject to environmental review.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Adopt a resolution authorizing a Professional Service Agreement with IMEG Consultant Corp, Domestic Business Corporation, to provide a one-time professional service for assessing the City's public water system related to Section 2013 of the America's Water Infrastructure Act of 2018 (AWIA) requiring the completion of a five-year review of the City's Risk and Resilience Assessment for a total not-to-exceed amount of $57,500 and a term ending February 26, 2026

Prepared By: Robin Kloepfer, Management Analyst

Reviewed by: Stephanie Reyna-Hiestand, Assistant Director of Utilities
Sara Castro, Director of Finance
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved By: Midori Lichtwardt, City Manager

Attachments:

Attachment A – Professional Service Agreement with IMEG Consultant Corp.

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
IMEG Consultants Corp, Domestic Business Corporation

This Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and *IMEG Consultants Corp, a Domestic Business 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 a Consultant to assess the City's water system related to Section 2013 of the America's Water Infrastructure Act of 2018 (AWIA) for the City's public water system to complete a required five year review of the City's Risk and Resilience Assessment, further described herein and in Exhibit A.

B. On June 20th, 2025, the City issued a Request for Proposals (RFP) for the Scope of Work defined below. On July 8th, 2025, three proposals were submitted 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 Scope of Work defined below.

C. After negotiations between the City and Consultant, the Parties have reached an agreement for Consultant's professional services as set forth in this Agreement.

D. This Agreement was approved on August 19, 2025 pursuant to Tracy Municipal Code 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 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": Ryan Searles, CPP, CPD, 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 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 approval of Council and expire and terminate automatically on February 28, 2026, or earlier by termination pursuant to Section 6 of this Agreement ("Term"). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to an additional term of one (1) year and require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement.

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

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed $57,500 (fifty-seven thousand, five hundred) 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 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, but excepting professional liability claims from this duty), 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, that are recoverable under applicable law, including, without limitation, reasonable attorneys' fees and court costs ("**Claims**") to the extent caused by; any negligent 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. These required limits may be met by a combination of primary and excess policies.

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

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

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

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

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

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

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

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

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a 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. Any use of such documents other than in relation to the Scope of Work and this Agreement shall be at City's sole risk.

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

9. Conflicts of Interest. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest. The Consultant represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Consultant represents and warrants that the representations made by the Consultant concerning unfair competitive advantage and conflicts of interest in connection with its submissions in response to the City's procurement for this Agreement were true and accurate both when made and as of the date of this Agreement. Consultant represents and warrants that it has not and shall not offer or deliver any City officer, public official, or employee any gifts or donations in violation of Federal, State and/or local law.

10. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration 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: Office of the Director of Public Works
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
IMEG Consultants
8900 Keystone Crossing
Indianapolis, IN 46340

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.

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.

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.

Docusign Envelope ID: 72843E4D-9362-407A-A1DD-E36C0D2F4639

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]

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: _____

Name: _____

Title: _____

Date: _____

Attest:

_____
April B.A. Quintanilla, City Clerk

Approved as to form:

_____
L. David Nefouse, City Attorney

IMEG Consultants Corp, Domestic Business Corporation

Signed by:
By: Brendon Buckley
29DC5A7F33EB430...

Name: Brendon Buckley

Title: Client Executive

Date: 7/23/2025 | 2:09 PM PDT

Federal Employer Tax ID No. 15-0284110

Exhibits:

A	Scope of Work
B	Compensation

EXHIBIT A - Scope of Work

IMEG to completing Section 2013 of the America's Water Infrastructure Act of 2018 (AWIA) for the City's public water system.

1. *Completing a 5-year review of the City's drinking water system Risk and Resilience Assessment.*
2. *Update and revise, as necessary, the City's Risk and Resilience Assessment.*
3. *Submit necessary certifications to EPA.*

The purpose of the AWIA is to review existing infrastructure systems and operation practices and recommend actions to improve and minimize impacts on public health and the safety and supply of drinking water from natural hazards or malevolent acts. IMEG shall provide the full range of services, including project management, data collection, and updating, as necessary, to the City's Risk and Resilience Assessment (RRA), updating, as necessary, and submitting the RRA to the U.S. EPA.

Task 1 - Project Management

1. Provide overall project management to ensure all tasks are fully completed and within the allocated budget and timeframe. This includes project meetings and workshops to coordinate with the City.

2. Per the federal mandate issued by the United States Environmental Protection Agency (U.S. EPA), the City of Tracy is required to develop an RRA defined by Section1433 (a) Section 2013 of the America's Water Infrastructure Act (AWIA) and submit Certification Letter to the U.S. EPA upon their completion. Tracy's population is between 50,000 to 99,999, and therefore submission to the U.S. EPA are required by December 31, 2025 for the RRA. The project timeline shall reflect this compliance dates.

Task 2 - Data Collection

1. The IMEG is expected to understand the current regulations of the U.S. EPA.

2. The IMEG is expected to conduct the necessary investigation to obtain essential information required to update and revise, as necessary, the RRA that fully conforms with the AWIA requirements.

3. The City will provide all available records requested by the selected IMEG which will assist the IMEG in the review and update, as necessary, of the current RRA.

3. The City previously developed the following documents and are available to the selected IMEG. Additional documents may be available upon request.

    a. 2020 Updated Water Master Plan
    b. City of Tracy Emergency Action Plan
    c. State of California Domestic Water Supply Permit
    d. 2020 RRA

Task 3 – Risk and Resilience Assessment

1. The IMEG shall review and update, as necessary, the RRA for each system that satisfies the following requirements of Section 2013 of the AWIA, and any other subsequent updated requirements that the U.S. EPA shall provide for conducting the assessment. These requirements include:
    a. The risk to the system from malevolent acts and natural hazards;
    b. The resilience for the pipes and constructed conveyances, physical barriers, source water, water collection and intake, treatment, storage and distribution facilities, electronic, computer, or other automated systems (including the security of such systems) which are utilized by the system.
    c. The monitoring practices of the system
    d. The financial infrastructure of the system
    e. The use, storage, or handling of various chemicals by the system; and
    f. The operation and maintenance of the system

2. The IMEG shall submit an updated or revised RRA for each system, compliant with Section 2013 of the AWIA, to the City for review and approval. Upon City approval of the updated or revised RRA, the IMEG shall draft the Certification Letter for submittal to the U.S. EPA. The IMEG shall submit the draft RRA Certification Letter to the City for review. The IMEG shall be responsible for submitting the City-approved RRA Certification Letter to the U.S. EPA no later than December 31, 2025.

C. Project Team Qualifications

1. The Risk and Resilience Assessment (RRA) project technical lead or project manager shall have previous experience implementing the American Water Works Association (AWWA) J100 Risk Assessment Methodology.

2. Project staff shall have demonstrated experience conducting risk and resilience assessment (RRAs).

3. At least one member of the IMEG's team assigned to this project shall be certified through the AWWA's Utility Risk and Resilience Certificate Program.

EXHIBIT B - Compensation

City of Tracy Risk and Resiliency Assessment Update "Not to Exceed" Cost of Services Fee Schedule				
Labor Category	**Task 1 - Project Management**	**Task 2 - Data Collection**	**Task 3 - RRA**	**Total Cost (not to exceed)**
Project Manager	20 hours, $5,000	*PM will support Sr. Consultant as needed*		$5,000
Senior Security Consultant	40 hours, $10,000	80 hours, $20,000	80 hours, $20,000	$50,000
				$57,500
Travel as needed for all:	$2,500			

Hourly rates:	
Project Manager	$250
Senior Consultant	$250

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH IMEG CONSULTANT CORP, DOMESTIC BUSINESS CORPORATION, TO PROVIDE A ONE-TIME PROFESSIONAL SERVICE FOR ASSESSING THE CITY'S PUBLIC WATER SYSTEM RELATED TO SECTION 2013 OF THE AMERICA'S WATER INFRASTRUCTURE ACT OF 2018 (AWIA) REQUIRING THE COMPLETION OF A FIVE-YEAR REVIEW OF THE CITY'S RISK AND RESILIENCE ASSESSMENT FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $57,500 AND A TERM ENDING FEBRUARY 26, 2026

WHEREAS, The City of Tracy provides domestic water to over 28,000 connections and is experiencing expansion through continued growth in both residential and commercial areas. The purpose of the America's Water Infrastructure Act of 2015 (AWIA) is to review existing water infrastructure systems and operation practices to make recommended actions for improvement and to minimize impacts on public health, and the safety and supply of drinking water from natural hazards or malevolent acts; and

WHEREAS, The Safe Drinking Water Act (SDWA) Section 1433, as amended by the America's Water Infrastructure Act (AWIA) Section 2013 in 2018, requires community water systems (CWSs) serving more than 3,300 people to complete a risk and resilience assessment (RRA) ; and

WHEREAS, RRAs evaluate the vulnerabilities, threats, and consequences from potential hazards. SDWA section 1433 requires that RRAs assess the risks to and resilience of specified assets to malevolent acts and natural hazards, including: physical barriers, source water, pipes and constructed conveyances, water collection and intake, pretreatment and treatment, storage and distribution facilities electronic, computer, or other automated systems (including the security of such systems), monitoring practices, financial infrastructure, the use, storage, or handling of chemicals and operation and maintenance of the system.; and

WHEREAS, On June 20th, 2025, the City issued a Request for Proposals (RFP) for a consultant to perform the RRA for the City's public water system. On July 8th, 2025, three proposals were submitted to the City. Under Tracy Municipal Code Sections 2.20.140(a)(2), staff made the determination that IMEG demonstrated it was the best qualified and most responsible proposer and best fit the City's needs for competence and professional qualifications necessary for the satisfactory performance of the RRA; and

WHEREAS, The Utilities Line Maintenance – Meter Unit purchases meters and related equipment for new construction, replacements of outdated or malfunctioning units, and technology upgrades. Funding for these products is included in the annual operations and maintenance budget for the Utilities Line Maintenance Unit. Transitioning to an alternative

metering system would be costly, disruptive, and not in the City's best interest given the current infrastructure and operational needs; and

WHEREAS, the approval of the Project will not result in the physical change in the environment; therefore, this action is not considered as a project as defined by Section 21065 of the Public Resource 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 execution of the a a Professional Service Agreement with IMEG Consultant Corp, Domestic Business Corporation, to provide a one-time professional service for assessing the City's public water system related to Section 2013 of the America's Water Infrastructure Act of 2018 (AWIA) requiring the completion of a five-year review of the City's Risk and Resilience Assessment for a total not-to-exceed amount of $57,500 and a term ending February 26, 2026; and be it

FURTHER RESOLVED: That the City Council finds the actions taken herein are not considered as a project as defined by Section 21065 of the Public Resource Code and are exempt from CEQA (California Environment Quality Act) requirements.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on 19th day of August, 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 – General Purchase Agreement with IMEG Consultant Corp

Exhibit 1

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
IMEG Consultants Corp, Domestic Business Corporation

This Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and *IMEG Consultants Corp, a Domestic Business 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 a Consultant to assess the City's water system related to Section 2013 of the America's Water Infrastructure Act of 2018 (AWIA) for the City's public water system to complete a required five year review of the City's Risk and Resilience Assessment, further described herein and in Exhibit A.

B. On June 20th, 2025, the City issued a Request for Proposals (RFP) for the Scope of Work defined below. On July 8th, 2025, three proposals were submitted 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 Scope of Work defined below.

C. After negotiations between the City and Consultant, the Parties have reached an agreement for Consultant's professional services as set forth in this Agreement.

D. This Agreement was approved on August 19, 2025 pursuant to Tracy Municipal Code 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 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": Ryan Searles, CPP, CPD, 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 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 approval of Council and expire and terminate automatically on February 28, 2026, or earlier by termination pursuant to Section 6 of this Agreement ("Term"). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to an additional term of one (1) year and require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement.

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

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed $57,500 (fifty-seven thousand, five hundred) 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 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, but excepting professional liability claims from this duty), 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, that are recoverable under applicable law, including, without limitation, reasonable attorneys' fees and court costs ("**Claims**") to the extent caused by; any negligent 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. These required limits may be met by a combination of primary and excess policies.

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

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

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

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

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

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

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

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

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a 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. Any use of such documents other than in relation to the Scope of Work and this Agreement shall be at City's sole risk.

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

9. Conflicts of Interest. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest. The Consultant represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Consultant represents and warrants that the representations made by the Consultant concerning unfair competitive advantage and conflicts of interest in connection with its submissions in response to the City's procurement for this Agreement were true and accurate both when made and as of the date of this Agreement. Consultant represents and warrants that it has not and shall not offer or deliver any City officer, public official, or employee any gifts or donations in violation of Federal, State and/or local law.

10. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration 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: Office of the Director of Public Works
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
IMEG Consultants
8900 Keystone Crossing
Indianapolis, IN 46340

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.

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.

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.

Docusign Envelope ID: 72843E4D-9362-407A-A1DD-E36C0D2F4639

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]

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: _____

Name: _____

Title: _____

Date: _____

Attest:

_____
April B.A. Quintanilla, City Clerk

Approved as to form:

_____
L. David Nefouse, City Attorney

IMEG Consultants Corp, Domestic Business Corporation

Signed by:
By: Brendon Buckley
29DC5A7F33EB430...

Name: Brendon Buckley

Title: Client Executive

Date: 7/23/2025 | 2:09 PM PDT

Federal Employer Tax ID No. 15-0284110

Exhibits:

A	Scope of Work
B	Compensation

EXHIBIT A - Scope of Work

IMEG to completing Section 2013 of the America's Water Infrastructure Act of 2018 (AWIA) for the City's public water system.

1. *Completing a 5-year review of the City's drinking water system Risk and Resilience Assessment.*
2. *Update and revise, as necessary, the City's Risk and Resilience Assessment.*
3. *Submit necessary certifications to EPA.*

The purpose of the AWIA is to review existing infrastructure systems and operation practices and recommend actions to improve and minimize impacts on public health and the safety and supply of drinking water from natural hazards or malevolent acts. IMEG shall provide the full range of services, including project management, data collection, and updating, as necessary, to the City's Risk and Resilience Assessment (RRA), updating, as necessary, and submitting the RRA to the U.S. EPA.

Task 1 - Project Management

1. Provide overall project management to ensure all tasks are fully completed and within the allocated budget and timeframe. This includes project meetings and workshops to coordinate with the City.

2. Per the federal mandate issued by the United States Environmental Protection Agency (U.S. EPA), the City of Tracy is required to develop an RRA defined by Section1433 (a) Section 2013 of the America's Water Infrastructure Act (AWIA) and submit Certification Letter to the U.S. EPA upon their completion. Tracy's population is between 50,000 to 99,999, and therefore submission to the U.S. EPA are required by December 31, 2025 for the RRA. The project timeline shall reflect this compliance dates.

Task 2 - Data Collection

1. The IMEG is expected to understand the current regulations of the U.S. EPA.

2. The IMEG is expected to conduct the necessary investigation to obtain essential information required to update and revise, as necessary, the RRA that fully conforms with the AWIA requirements.

3. The City will provide all available records requested by the selected IMEG which will assist the IMEG in the review and update, as necessary, of the current RRA.

3. The City previously developed the following documents and are available to the selected IMEG. Additional documents may be available upon request.

    a. 2020 Updated Water Master Plan
    b. City of Tracy Emergency Action Plan
    c. State of California Domestic Water Supply Permit
    d. 2020 RRA

Task 3 – Risk and Resilience Assessment

1. The IMEG shall review and update, as necessary, the RRA for each system that satisfies the following requirements of Section 2013 of the AWIA, and any other subsequent updated requirements that the U.S. EPA shall provide for conducting the assessment. These requirements include:
    a. The risk to the system from malevolent acts and natural hazards;
    b. The resilience for the pipes and constructed conveyances, physical barriers, source water, water collection and intake, treatment, storage and distribution facilities, electronic, computer, or other automated systems (including the security of such systems) which are utilized by the system.
    c. The monitoring practices of the system
    d. The financial infrastructure of the system
    e. The use, storage, or handling of various chemicals by the system; and
    f. The operation and maintenance of the system

2. The IMEG shall submit an updated or revised RRA for each system, compliant with Section 2013 of the AWIA, to the City for review and approval. Upon City approval of the updated or revised RRA, the IMEG shall draft the Certification Letter for submittal to the U.S. EPA. The IMEG shall submit the draft RRA Certification Letter to the City for review. The IMEG shall be responsible for submitting the City-approved RRA Certification Letter to the U.S. EPA no later than December 31, 2025.

C. Project Team Qualifications

1. The Risk and Resilience Assessment (RRA) project technical lead or project manager shall have previous experience implementing the American Water Works Association (AWWA) J100 Risk Assessment Methodology.

2. Project staff shall have demonstrated experience conducting risk and resilience assessment (RRAs).

3. At least one member of the IMEG's team assigned to this project shall be certified through the AWWA's Utility Risk and Resilience Certificate Program.

EXHIBIT B - Compensation

City of Tracy Risk and Resiliency Assessment Update "Not to Exceed" Cost of Services Fee Schedule				
Labor Category	**Task 1 - Project Management**	**Task 2 - Data Collection**	**Task 3 - RRA**	**Total Cost (not to exceed)**
Project Manager	20 hours, $5,000	*PM will support Sr. Consultant as needed*		$5,000
Senior Security Consultant	40 hours, $10,000	80 hours, $20,000	80 hours, $20,000	$50,000
				$57,500
Travel as needed for all:	$2,500			

Hourly rates:	
Project Manager	$250
Senior Consultant	$250

August 19, 2025

Agenda Item 1.L

RECOMMENDATION

Staff recommends that the City Council adopt a resolution:

1. **Approving a general service agreement with Thirkettle Corporation dba Aqua-Metric Sales Company, as a sole source vendor per Tracy Municipal Code 2.20.180(b)(c), to purchase meters, Flexnets, and other accessory items for a total not-to-exceed amount of $1,000,000 per fiscal year with an initial two-year term; and**

2. **Authorizing an administrative extension by the City Manager of up to three (3) additional years following a written determination that Contractor has satisfactorily met all the requirements of this Agreement and budget availability.**

EXECUTIVE SUMMARY

The City of Tracy provides domestic water for over 28,000 customers (connections) and is growing. It is vital that it capture the amount of water consumed at each of these connections for both regulatory and revenue purposes. The City utilizes water meters with Flexnet (automated meter reads) systems attached to capture that data and transmit it wirelessly back to the City. This information is then utilized to conduct the monthly billing and reporting to local, state, and federal agencies. Staff is recommending approval of an agreement with Aqua-Metric Sales for the continued purchase of Sensus meters and associated products, for a not-to-exceed amount of $1,000,000 per fiscal year, for an initial two-year term with the option to administratively extend the agreement for an additional three (3) years, for a total potential contract term of five (5) years.

BACKGROUND AND LEGISLATIVE HISTORY

The City of Tracy Utilities Line Maintenance Unit is responsible for managing an extensive network including over 1,200 miles of water, wastewater, and storm drain lines, more than 28,000 water meters, and numerous hydrants. Accurate water metering is critical for complying with state reporting mandates to track consumption, promote conservation, and generate revenue.

A “Flexnet” automated device is installed on each water meter by the Utilities Line Maintenance Unit to wirelessly transmit hourly reads to the City’s leased software portal via a regional network interface. These readings, which quantify water flow, serve as the basis for utility billing (water and certain sewer categories).

Since 1999, the City has utilized Sensus products to facilitate a more efficient, radio-read metering system that significantly reduces labor and accelerates data retrieval. These proprietary products and their supporting software were designated sole-source and exempt from formal bidding under TMC 2.20.108(b)(4). Previous City Council resolutions (2015-016 and 2019-063) have confirmed the application of this exemption. Additionally, City Standards Plans for Streets and Utilities (Sections 403-406 and 600-601) require the use of Sensus products.

ANALYSIS

Given the significant investment in infrastructure supporting accurate and efficient water meter data collection and billing, it is critical to maintain continuity with the existing Sensus system. Aqua-Metric Sales, as the sole-source vendor, ensures consistent product compatibility and vendor support.

The Utilities Line Maintenance – Meter Unit purchases meters and related equipment for new construction, replacements of outdated or malfunctioning units, and technology upgrades. Funding for these products is included in the annual operations and maintenance budget for the Utilities Line Maintenance Unit. Transitioning to an alternative metering system would be costly, disruptive, and not in the City's best interest given the current infrastructure and operational needs.

FISCAL IMPACT

Funding for these purchases and services is available in the Fiscal Year 2026 Enterprise Water Fund (511) operations and maintenance budget. Revenue collected from monthly customer utility billing for water services and new development fees provides the funding for this request. Funding will not exceed City Council-approved fiscal year budget limits.

STRATEGIC PLAN

This agenda item supports the Government Strategic Priority to foster a culture of innovation and efficiency to improve service delivery to the public.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council approve a resolution:

1. approving a general service agreement with Thirkettle Corporation dba Aqua-Metric Sales Company, as a sole source vendor per Tracy Municipal Code 2.20.180(b)(c), to purchase meters, Flexnets, and other accessory items for a total not-to-exceed amount of $1,000,000 per fiscal year with an initial two-year term; and

2. authorizing an administrative extension by the City Manager of up to three (3) additional years following a written determination that Contractor has satisfactorily met all the requirements of this Agreement and budget availability.

Prepared By: Robin Kloepfer, Management Analyst

Reviewed by: Stephanie Reyna-Hiestand, Assistant Director of Utilities
Sara Castro, Director of Finance
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved By: Midori Lichtwardt, City Manager

Attachments: A – Sole Source Memo
B – General Services Agreement

Docusign Envelope ID: 8630150B-2964-48CC-B223-876196D91B5B

Public Works Department

City of Tracy
520 S Tracy Blvd
Tracy, CA 95376
MAIN 209.831.6300
www.cityoftracy.org

Memorandum

Date: 6/23/2025

To: Midori Lichtwardt, City Manager

CC: Arturo M. Sanchez, Assistant City Manager

From: Stephanie Reyna-Hiestand, Assistant Director - Utilities

Subject: Sole Source Finding – Thirkettle Corporation dba Aqua-Metrics

Summary

This memo requests approval of a sole-source vendor for the continued purchase of Flexnet, water meters, and other accessories required to collect accurate water use from the City's consumers. The City has continually used Sensus products since 1999 and has invested in the infrastructure necessary to provide more efficient methods of collecting usage data. Tracy Municipal Code (TMC) 2.20.180(b)(2) allows for sole source vendor purchase with review and approval of the City Manager. A contract is currently being negotiated and once agreed upon by both parties shall be scheduled for City Council ratification and approval of the agreement.

Background

The City of Tracy Utilities Line Maintenance Unit manages over 1,200 miles of water, wastewater, and storm drain lines, hydrants, and more than 28,000 water meters. Water meters are essential for accurately tracking water consumption, generating revenue, promoting conservation, and complying with State-mandated reporting requirements.

An automated device called a "Flexnet" is placed on top of the meter to transmit hourly radio reads wirelessly to software via a portal. These usage readings are produced by a water meter that counts, by a unit of measurement, the amount of water that has passed through it. This data is used to generate water bills and some sewer charges.

The City has been using Sensus products since 1999, when it began converting to a less labor-intensive radio-read system and faster data retrieval. The proprietary Sensus product and software have always been sole-source items and have been exempt from following formal bidding procedures under TMC 2.20.108(b)(4). Resolution 2015-016

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and Resolution 2019-063 confirm that City staff have applied this exemption before. In addition, Sections 403 – 406 & 600 - 601 of *City Standards Plans for Streets and Utilities* require the Sensus product.

Analysis

As the City has invested heavily in the infrastructure to provide more accurate and efficient methods of collecting the necessary data to provide monthly billing of water use throughout the City, it is vital that it continues to utilize the equipment that makes it possible. As the sole-source vendor for these products, Utilities is requesting that the City Manager provide continued approval of the use of this vendor for its water meter system.

The Utilities Line Maintenance - Meter Unit purchases about $700,000 annually on the products necessary to install new meters in new construction, replace outdated or malfunctioning reading equipment, and upgrade old technology. The funding for these products is accounted for in the annual operations and maintenance budget for the Utilities Line Maintenance Unit. The software and portal used to conduct the billing are utilized by Finance staff and are also proprietary software. Changing or converting to another form of automated meter reading system would not be feasible and is not in the best interest of the City.

The City has applied for a grant that, if awarded, would replace approximately 8,000 meters and upgrade outdated equipment. If awarded, due to limited staffing, an RFP would be conducted to provide the services necessary to install, replace and upgrade the water meter read system according to the grant specifications. This agreement would be brought to City Council as a separate agreement with this vendor, specific to the scope of work in the RFP and under the grant agreement.

Current request:

As identified in the attached letter, Aqua-Metrics is the exclusive sales agency for Sensus products for Northern California, therefore, staff is recommending that the City Manager approve Thirkettle Corporation, dba Aqua-Metrics as a sole source vendor under the guidance of TMC 2.20.180(b)(2), which states, the purchase can be obtained from only one source, which has been reviewed and approved by the City Manager.

Actions:

By signing below, the City Manager approves that Thirkettle Corporation dba Aqua-Metric Sales Company is recognized as a sole-source vendor.

Docusign Envelope ID: 8630150B-2964-48CC-B223-876196D91B5B

DocuSigned by:
Midori Lichtwardt 6/24/2025 | 12:40 PM PDT
5E96206412424 2B...

Midori Lichtwardt Date
City Manager

Enclosed: Aqua-Metric sole source letter
Excerpt of City Standards

Docusign Envelope ID: 8630150B-2964-48CC-B223-876196D91B5B

Re: Sole Source

To Whom It May Concern:

Sensus, a Xylem brand recognizes Aqua-Metric Sales Company as an Authorized Distributor of Sensus products for the state of California through 2026. Purchasing Sensus products from an authorized distributor in your area ensures that your products will be properly supported and warranted. Please contact Aqua-Metric Sales Company for all of your Sensus needs.

We look forward to providing your business with quality water products and service in the near future. Please feel free to contact me if you have any questions.

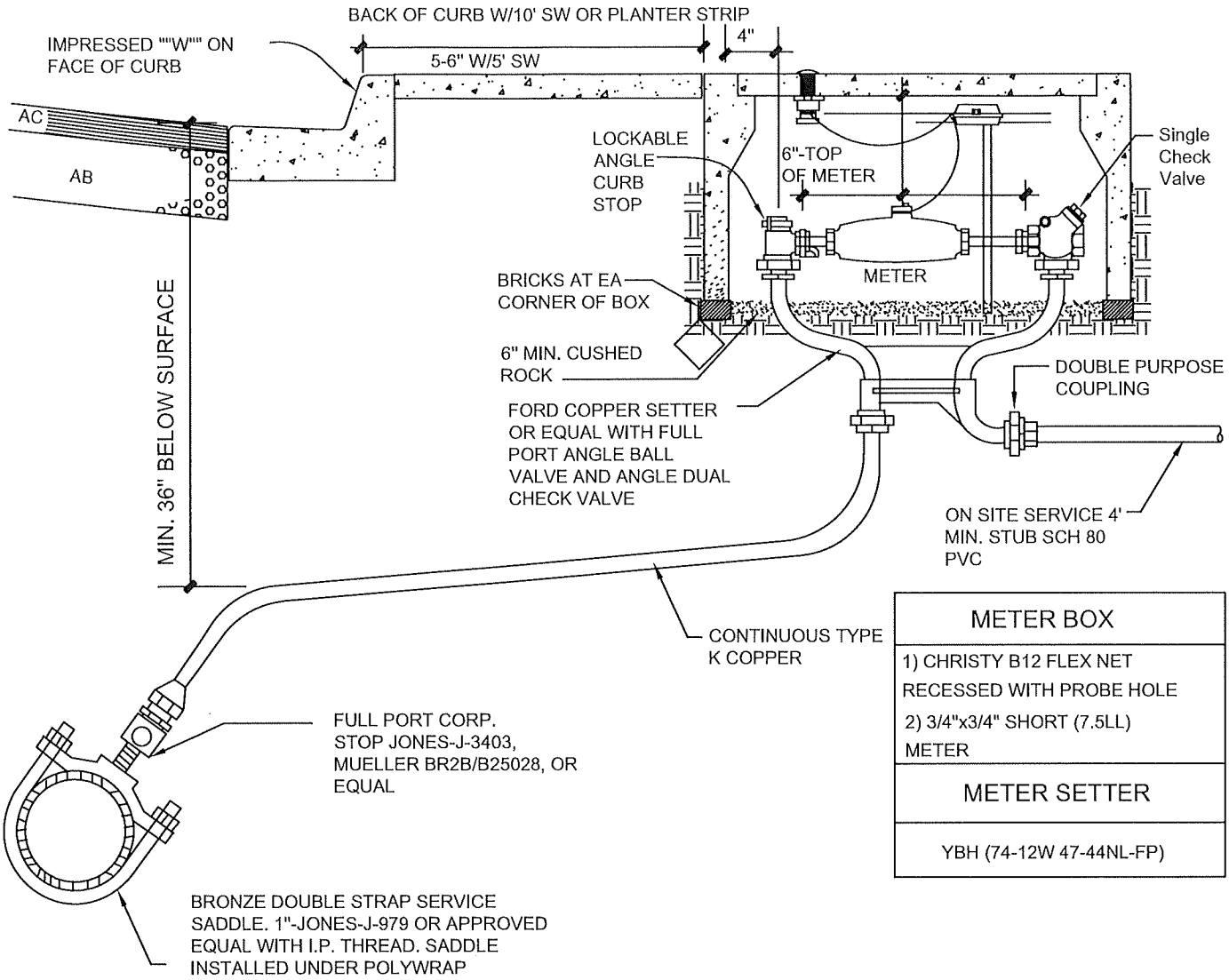
Sincerely,

Trena Simmons

Trena Simmons
Channel Marketing Specialist, Sales Enablement
Sensus, Xylem Brand

Trena Simmons
637 Davis Drive
Morrisville, NC 27560 USA
T: 919.424.8959
trena.simmons@xyleminc.com
sensus.com

Docusign Envelope ID: 8630150B-2964-48CC-B223-876196D91B5B



METER BOX
1) CHRISTY B12 FLEX NET RECESSED WITH PROBE HOLE 2) 3/4"x3/4" SHORT (7.5LL) METER
METER SETTER
YBH (74-12W 47-44NL-FP)

NOTES:

1. Meter shall be sensus touch read (TR/PL) with touch read pad installed with flex net transceiver unit (M X U model 520M). One transceiver unit shall be with each meter and read in 100 cubic feet. Meter shall be minimum size as specified by the City Engineer and shall be set with rubber gaskets. Meter shall be furnished and set by contractor with the M X U model 520M read unit to be given to the City to be installed by the City at a later date.
2. Meter box shall be designed and set to accommodate sensus flex net recessed box with probe hole lid in addition to sensus radio read meter reading system.
3. No galvanized pipe shall be used.
4. Compact around the meter to 95%. Onsite plumber shall not remove meter box to connect the pipe.
5. All underground copper water lines within the city right-of-way shall be a single continuous piece polywrapped to City of Tracy Standards.
6. No landscape irrigation lines shall be allowed between the meter box & the sidewalk.
7. Unused existing services shall be abandoned by potholing, cutting out and removing the corporation stop and saddle at the main and installing a full circle 316 stainless steel repair clamp with 316 accessories over the hole.
8. FZ sensus meters should be used in locations where domestic and fire services share one service line.
9. Polyethylene type encasement wrap or 10MIL pipe wrap $\frac{1}{2}$ lapped from main to Christy Box
10. Tracer wire and marker tape from main to Christy Box.

CITY OF TRACY

TRACY
Think Inside the Triangle™

REVIEWED BY: Robert Armijo CITY ENGINEER RCE 63173		STANDARD PLAN No. **403**
Res No. 2020-031	DATE: February 18, 2020	**1" WATER SERVICE**
Prepared By: Leisser M.	Checked By: Thomas W.	**(1" METER OR 3/4"x3/4" SHORT LAY LENGTH)**
Rev:	Rev:	

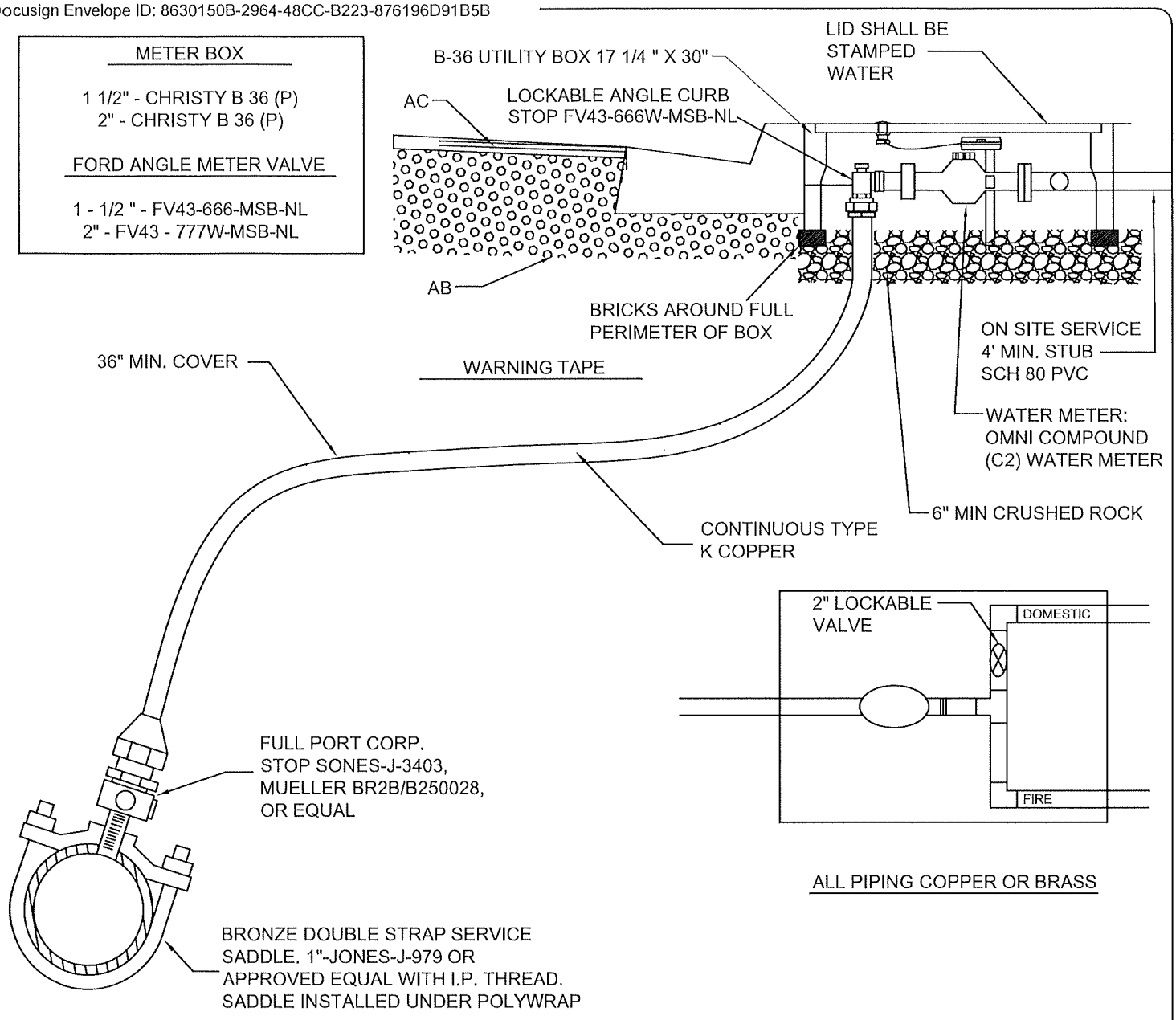
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METER BOX

1 1/2" - CHRISTY B 36 (P)
2" - CHRISTY B 36 (P)

FORD ANGLE METER VALVE

1 - 1/2 " - FV43-666-MSB-NL
2" - FV43 - 777W-MSB-NL



ALL PIPING COPPER OR BRASS

NOTES:

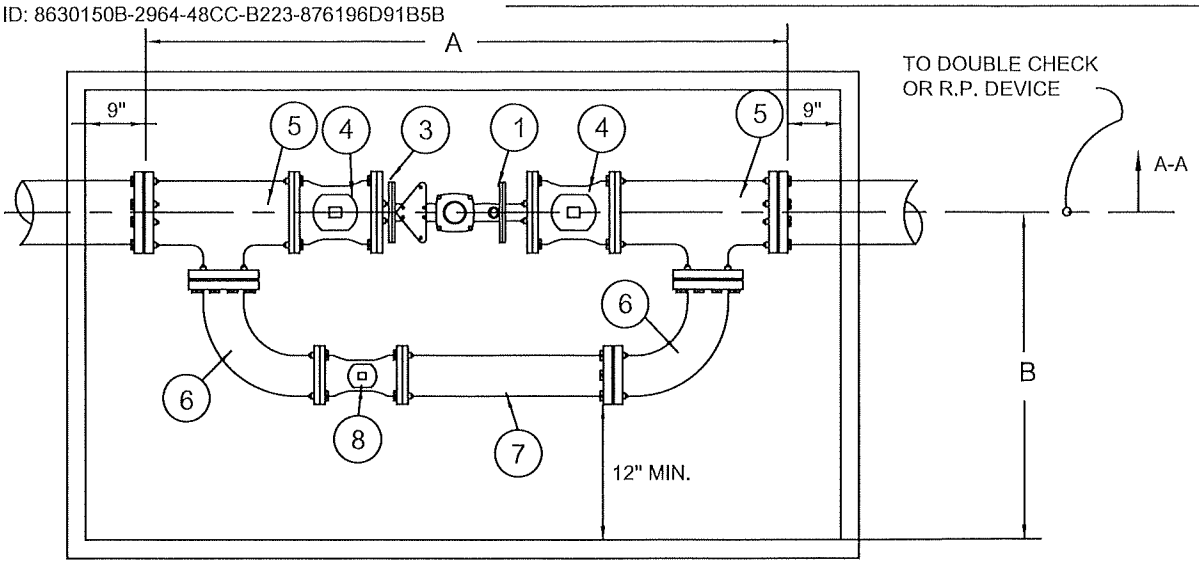
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6. No landscape irrigation lines shall be allowed between the meter box & the sidewalk.
7. Unused existing services shall be abandoned by potholing, cutting out and removing the corporation stop and saddle at the main and installing a full circle 316 stainless steel repair clamp with 316 accessories over the hole.
8. F2 sensus meters should be used in locations where domestic and fire services share one service line.
9. Polyethylene Encasement Wrap or 10MIL Pipe Wrap Tape - ½ lapped from main to Christy Box.
10. Tracer wire and marker tape from main to Christy Box.

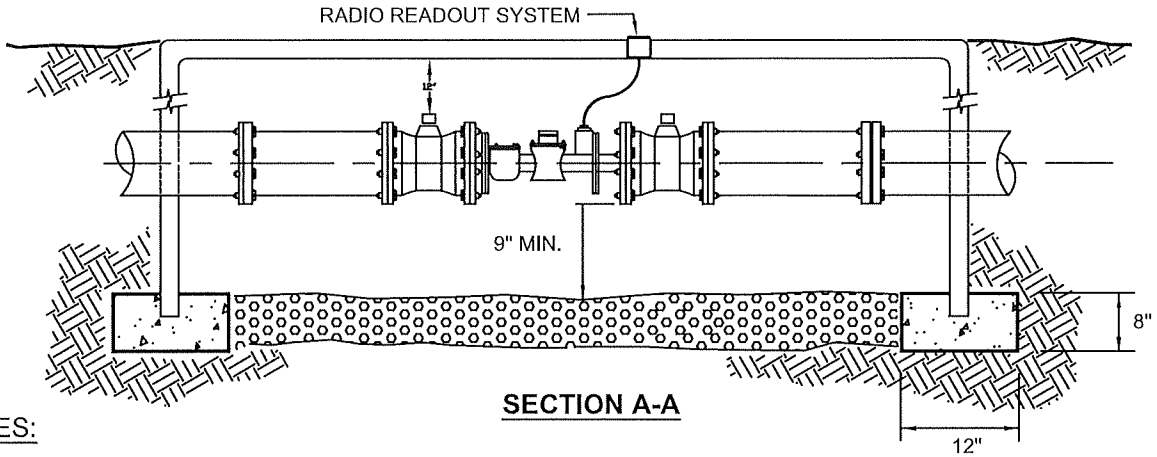
CITY OF TRACY

TRACY
Think Inside the Triangle

REVIEWED BY: Robert Armijo CITY ENGINEER RCE 63173		STANDARD PLAN No. 404
Res No. 2020-031	DATE: February 18, 2020	1 1/2 " & 2" SERVICE
Prepared By: Leisser M.	Checked By: Thomas W.	
Rev:	Rev:	

Docusign Envelope ID: 8630150B-2964-48CC-B223-876196D91B5B





SECTION A-A

NOTES:

1. METER TYPE T2 TURBO FOR IRRIGATION/C2 COMPOUND FOR DOMESTIC FLEX NET TRANSCEIVER.
2. INSTALL LOCKABLE STEEL VAULT LID WITH METER REGISTER IN LID. LID STAMPED RECLAIMED WATER.
3. FOR WATER METERS LARGER THAN 6", DESIGNER SHALL SUBMIT A SEPARATE DESIGN FOR APPROVAL BY CITY ENGINEER.
4. ALL PIPE AND FITTINGS WITHIN VAULT SHALL BE FLANGED DUCTILE IRON PIPE.
5. THE MINIMUM SIZE SERVICE FOR A STREETSCAPE APPLICATION AND NEIGHBORHOOD PARK IS 4 INCH.
6. NO LANDSCAPE IRRIGATION LINES SHALL BE ALLOWED BETWEEN THE METER BOX AND THE SIDEWALK.
7. WATER METER SHALL BE LOCATED WITHIN THE CITY R.O.W

No.	NAME		
1	FLEX NET METER	6	90° ELBOW
2	COUPLING	7	BYPASS PIPE DIP SAME SIZE
3	ADAPTER	8	BYPASS GATE VALVE W/ NUT
4	GATE VALVE W/ NUT		
5	TEE		

DIMENSIONS		3"	4"	6"
A	OVER ALL LENGTH	63	73	86
B	WIDTH PIPE ℄ TO BYPASS	19	21	26
C	PIPE ℄ TO MAXIMUM HEIGHT	16	17	21
	MAIN LINE WIDTH			
	WEIGHT			
	BY PASS SIZE	3"	3"	4"

CITY OF TRACY

TRACY
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REVIEWED BY: Robert Armijo
CITY ENGINEER RCE 63173

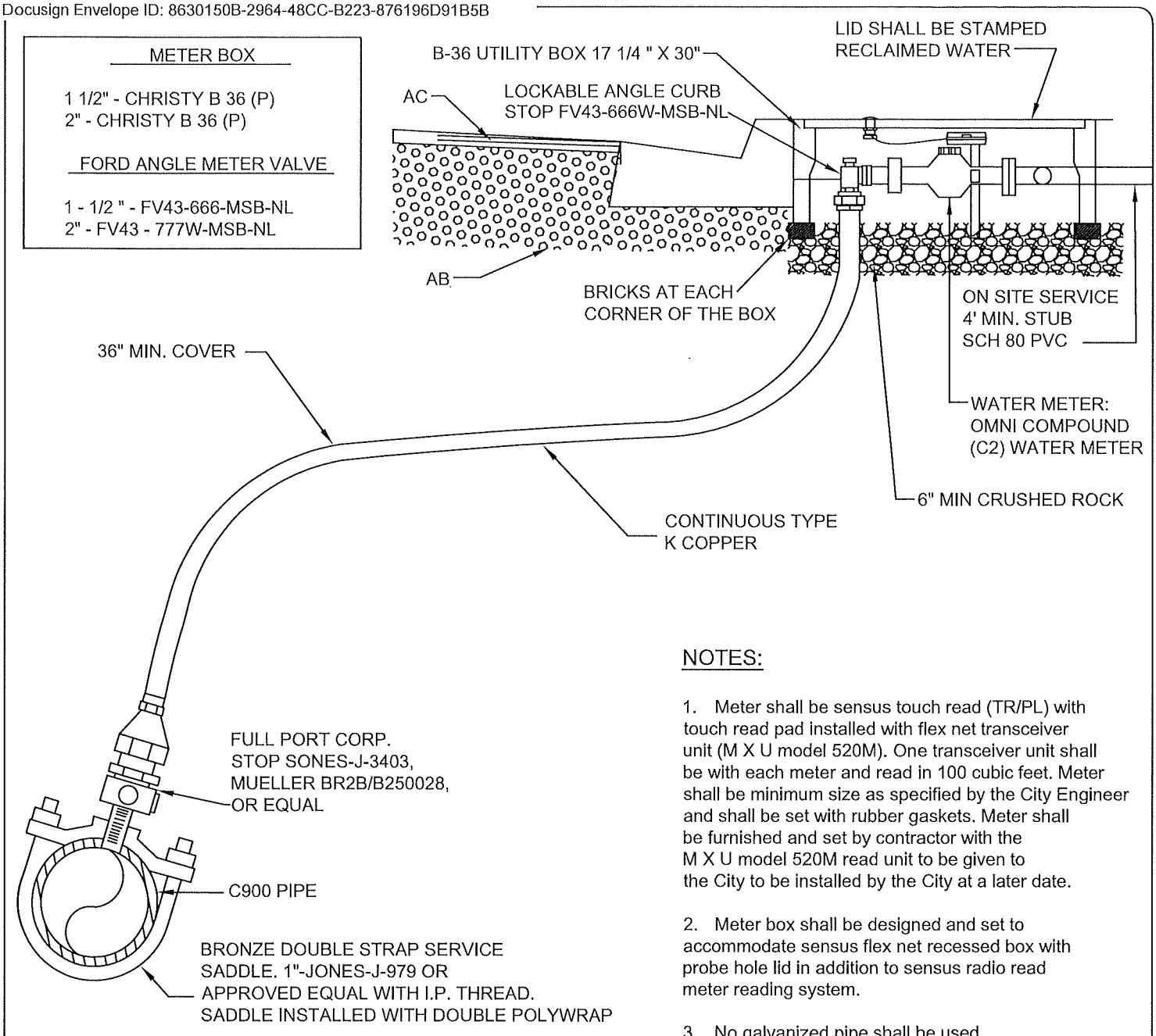
STANDARD PLAN No. **406**

Res No. 2020-031	DATE: February 18, 2020
Prepared By: Leisser M.	Checked By: Thomas W.
Rev:	Rev:

3", 4" & 6" DOMESTIC/IRRIGATION METER

Docusign Envelope ID: 8630150B-2964-48CC-B223-876196D91B5B

METER BOX
1 1/2" - CHRISTY B 36 (P) 2" - CHRISTY B 36 (P)
FORD ANGLE METER VALVE
1 - 1/2 " - FV43-666-MSB-NL 2" - FV43 - 777W-MSB-NL



NOTES:

1. Meter shall be sensus touch read (TR/PL) with touch read pad installed with flex net transceiver unit (M X U model 520M). One transceiver unit shall be with each meter and read in 100 cubic feet. Meter shall be minimum size as specified by the City Engineer and shall be set with rubber gaskets. Meter shall be furnished and set by contractor with the M X U model 520M read unit to be given to the City to be installed by the City at a later date.

2. Meter box shall be designed and set to accommodate sensus flex net recessed box with probe hole lid in addition to sensus radio read meter reading system.

3. No galvanized pipe shall be used.

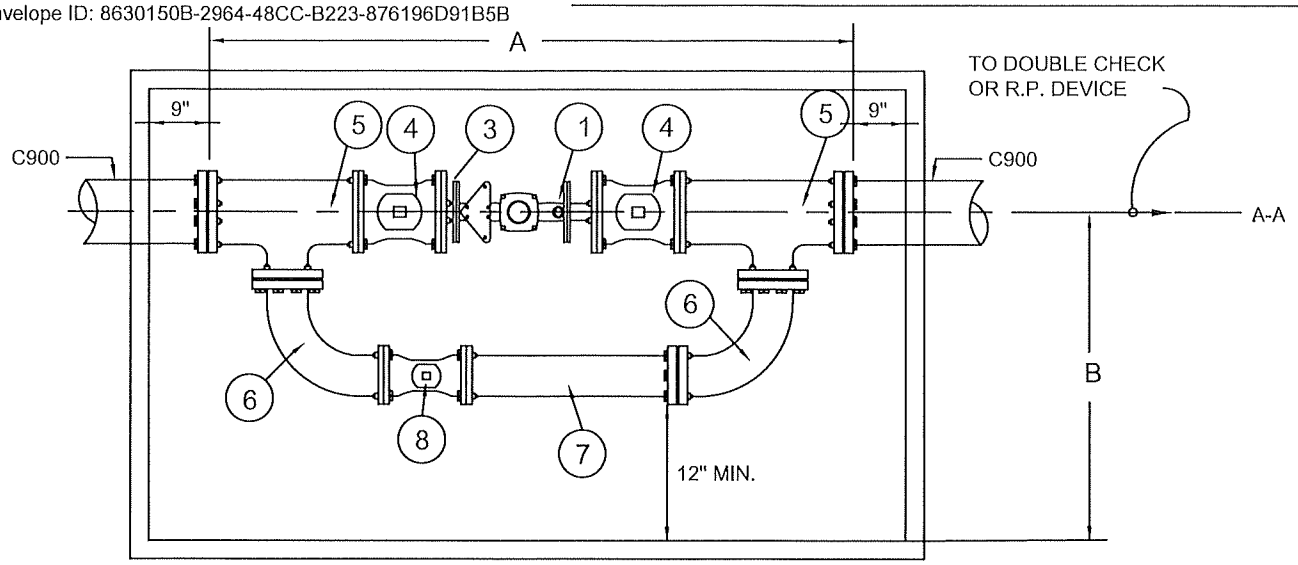
4. Compact around the meter to 95%. Onsite plumber shall not remove meter box to connect the pipe.
5. All underground copper water lines within the city right-of-way shall be a single continuous piece polywrapped to City of Tracy Standards.
6. No landscape irrigation lines shall be allowed between the meter box & the sidewalk.
7. Unused existing services shall be abandoned by potholing, cutting out and removing the corporation stop and saddle at the main and installing a full circle 316 stainless steel repair clamp with 316 accessories over the hole.
8. FZ sensus meters should be used in locations where domestic and fire services share one service line.
9. Purple Christy Polyethylene Pipe encasement wrap or 10ML pipe wrap tape from main to Christy Box.
10. Tracer wire and marker tape from main to Christy box.

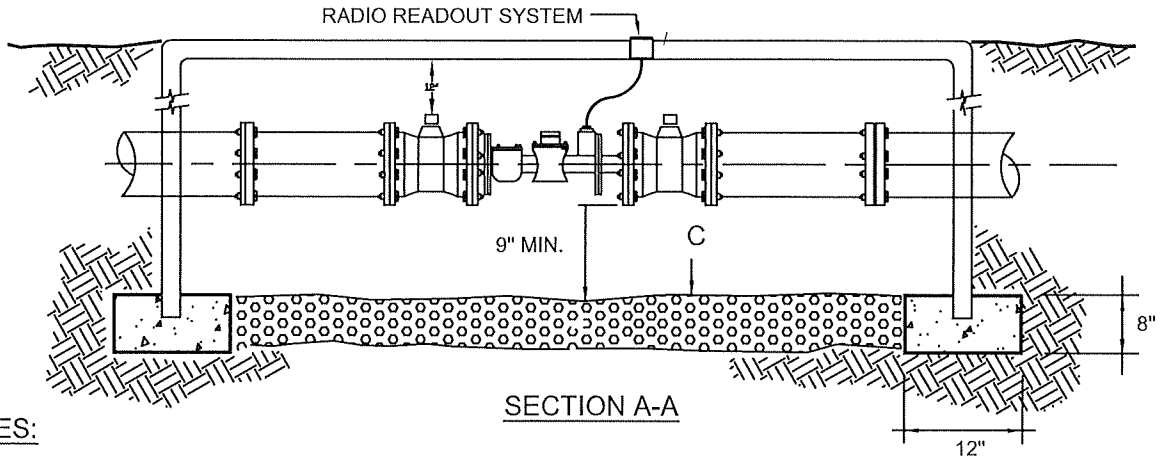
CITY OF TRACY

TRACY
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REVIEWED BY: Robert Armijo CITY ENGINEER RCE 63173		STANDARD PLAN No. 600
Res No. 2020-031	Date: February 18, 2020	**RECLAIMED WATER 1 1/2 " & 2" SERVICE**
Prepared By: Leisser M.	Scale: N.T.S	
Checked By: Thomas W.	Checked By: Aleck C.	

Docusign Envelope ID: 8630150B-2964-48CC-B223-876196D91B5B





SECTION A-A

NOTES:

1. METER TYPE T2 TURBO WITH FLEX NET FOR IRRIGATION SERVICE.
2. INSTALL LOCKABLE STEEL VAULT LID WITH METER REGISTER IN LID. LID STAMPED RECLAIMED WATER.
3. FOR WATER METERS LARGER THAN 6", DESIGNER SHALL SUBMIT A SEPARATE DESIGN FOR APPROVAL BY CITY ENGINEER.
4. ALL PIPE AND FITTINGS WITHIN VAULT SHALL BE FLANGED DUCTILE IRON PIPE.
5. THE MINIMUM SIZE SERVICE FOR A STREETSCAPE APPLICATION AND NEIGHBORHOOD PARK IS 4 INCH.
6. NO LANDSCAPE IRRIGATION LINES SHALL BE ALLOWED BETWEEN THE METER BOX AND THE SIDEWALK.
7. WATER METER SHALL BE LOCATED WITHIN THE CITY R.O.W

No.	NAME		
1	FLEX NET METER	6	90° ELBOW
2	COUPLING	7	BYPASS PIPE DIP SAME SIZE
3	ADAPTER	8	BYPASS GATE VALVE W/ NUT
4	GATE VALVE W/ NUT		
5	TEE		

DIMENSIONS		3"	4"	6"
A	OVER ALL LENGTH	63	73	86
B	WIDTH PIPE ℄ TO BYPASS	19	21	26
C	PIPE ℄ TO MAXIMUM HEIGHT	16	17	21
	MAIN LINE WIDTH			
	WEIGHT			
	BY PASS SIZE	3"	3"	4"

CITY OF TRACY

TRACY
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REVIEWED BY: Robert Armijo
CITY ENGINEER RCE 63173

STANDARD PLAN No. **601**

Res No. 2020-031 | DATE: February 18, 2020

Prepared By: Leisser M. | Scale: N.T.S

Checked: Thomas W. | Checked: Aleck C.

3", 4" & 6"
RECLAIMED WATER METER

CITY OF TRACY
GENERAL PURCHASING AGREEMENT

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (the "**City"**), and Thirkettle Corporation dba Aqua-Metric Sales Company, a California corporation (the "**Contractor" or "Aqua-Metric"**). City and Contractor are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Contractor to provide Sensus meters, FlexNet units, and additional meter reading supplies as applicable (the "Goods"); and

B. City has determined that Contractor is a sole source vendor per TMC 2.20.180(b)(2) and per TMC 2.20.180(b)(4) is exempt from a formal bidding process.

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

D. This Agreement is being executed pursuant to Resolution No. 2025-____ approved by Tracy City Council on _____, 2025.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. Contractor shall provide the Goods described in Exhibit "A" attached and incorporated by reference.

2. Time of Performance.

2.1. Term. The term of this Agreement shall be effective for an initial two-year term from the date all parties have signed the Agreement, unless terminated in accordance with Section 6.

2.2. **OPTION TO EXTEND:** This Agreement may be extended for an additional three years by the City Manager following a written determination that Contractor has satisfactorily met all the requirements of this Agreement.

3. Compensation. City shall pay Contractor for Goods delivered commensurate with the unit prices set forth in Exhibit "B," subject to duly executed Purchase Order(s).

3.1. Not to Exceed Amount. Contractor's total compensation under this Agreement shall not exceed $1,000,000 (one million dollars) per fiscal year. No Goods shall be delivered by Contractor in excess of the total compensation amount provided in this section without the City's prior written approval.

3.2. Economic Price Adjustment. In recognition of the potential for fluctuation in Contractor's cost for the materials or services provided hereto this Agreement, a price adjustment may be submitted by Contractor on an annual basis or on Contractor's reasonable notice to the City upon Contractor's receipt of such price adjustment imposed by Contractor's manufacturers or suppliers. The percentage change between the contract price and the requested price shall not exceed the percentage change listed in the U.S. Bureau of Labor Statistics' published Consumer Price Index for that time period. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment. Contractor's price adjustment will be made in change order and submitted to the City timely. Price adjustments will be for the sole purpose of accommodating changes in Contractor's direct economic and inflationary costs of materials or services provided herein.

3.3. Taxes and Fees. Except where otherwise provided, all prices are exclusive of federal taxes, state taxes, municipal taxes, tariffs, duties, and other government-imposed fees (collectively the "Taxes and Fees") related to the procurement, installation, and delivery of materials and equipment. The City

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shall be liable for all Taxes and Fees imposed upon the materials purchased under this Agreement. Taxes and Fees will be added to each applicable invoice and are the responsibility of the City. If the City is exempt from sales tax, the City is required to provide all applicable tax exemption documentation at the time of purchase. Any changes in Taxes and Fees during this Agreement may result in adjustments to the final invoice accordingly.

3.4. Invoices. Contractor shall submit invoices in reasonable detail to the City itemizing all Goods delivered to the City's facility.

3.4.1. Contractor's failure to submit invoices in accordance with these requirements may result in the City rejecting said invoices and thereby delaying payment to Contractor.

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

3.5.1. Notwithstanding anything to the contrary herein, all payments will be processed in accordance with California Public Contract Code §20104.50. Contractor may charge a late fee for payments not made in accordance with this prompt payment policy; however, the policy shall not apply to payments withheld by the City in the event: (a) there is a bona fide dispute between the City and Contractor concerning the Goods, supplies, materials, equipment delivered that causes the payment to be late; or (b) the payment application is not mailed or invoiced to the City in accordance with Agreement. The City shall provide Contractor with written notice of a disputed invoice within thirty (30) days from the date of receiving the invoice. If the City has not furnished such notice, Contractor may consider the invoice accepted and ready for payment.

3.5.2. Without limiting the foregoing, Contractor may, in its sole discretion, place the City on "credit hold" and withhold or suspend, in whole or in part, current or future orders until the City has paid all delinquent amounts plus any applicable late fees to Contractor.

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

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

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

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

5.1. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than $2,000,000 general aggregate and $1,000,000 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.

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

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

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

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

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

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

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

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

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

6. Termination.

6.1. The City may terminate this Agreement, in whole or in part, by giving ten days' written notice to Contractor. The City shall pay Contractor for all Goods delivered in accordance with this Agreement, up to the date notice is given.

6.2. Contractor may terminate this Agreement, in whole or in part, upon ten days' written notice in the event the City materially breaches this Agreement, including without limitation the City's payment obligations for the Goods as outlined herein.

6.3. In the event either party has materially breached the terms of this Agreement, the breaching party shall cure, or reasonably begin to cure, such breach within 30 days' (the "Cure Period") from the non-breaching party's written notice. If the breach has not been cured by the breaching party within the Cure Period, this Agreement may be terminated for cause.

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

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

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

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

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

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

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

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

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

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

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

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

To City:

Office of the Director of Public Works
520 S Tracy Blvd
Tracy, CA 95376

To Contractor:

Aqua-Metric Sales Company
Attn: Tommy Thirkettle
4050 Flat Rock Drive
Riverside, CA 92505

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

With a copy to:
Aqua-Metric Sales Company
Attn: Christopher Newville
16914 Alamo Parkway, Bldg. 2
Selma, TX 78154
Email: chris.newville@aqua-metric.com

13. Miscellaneous.

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

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

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

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

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

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

13.6.1. Hazardous Materials. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of performing their services.

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

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

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

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

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

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

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

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

13.14. WARRANTIES.

13.14.1. Disclaimer. Except as specifically set forth in this agreement, the product(s), service(s), and software are provided by contractor on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose; provided; however, any supplier warranties received by contractor from its suppliers shall be passed on to the city.

13.14.2. Contractor warrants that the services provided by Contractor will be performed in a professional and workmanlike manner with a degree of care, skill, and competence that is consistent with the then generally accepted industry standards reasonably expected of similar types of engagements and the work will substantially conform to the deliverables specified within the Agreement.

13.14.3. Contractor warrants that the product(s) or service(s) within the Agreement shall be provided to the best of Contractor's reasonable ability and in accordance with the information and data provided by the City in the preparation of this Agreement. Except in the event Contractor is hired by the City to perform a systemwide audit of the City's utility distribution area, Contractor makes no representation, warranty, or covenants that the equipment or service(s) provided under this Agreement will be identical, compatible, or commensurate with the actual quantities, model, type, required to complete the work.

13.14.4. Supplier Warranties. Contractor warrants to provide all software, service(s), and product(s) in new or like-new condition, of good quality, and reasonably free from defect. Where available, Contractor's supplier warranties shall apply to all software, service(s), and product(s) furnished by Contractor's third-party suppliers under this Agreement. Nothing in this Agreement shall be considered to amend, extend, enhance, or limit the supplier warranties offered unless such change has been expressly offered by Contractor's supplier in writing and incorporated into the Agreement.

13.14.5. Limitations and disclaimers of liability. Disclaimer of certain damages. In no event shall any party have any liability to the another party hereto for any lost profits (whether direct or indirect), loss of use, costs of cover, or for any indirect, special, incidental, punitive, or consequential damages however caused and, whether in contract, tort, warranty or under

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any other theory of liability, whether or not the party has been advised of the possibility of such damage.

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

_____

By: _____

Title: _____

Date: _____

Attest:

_____

April B. A. Quintanilla, City Clerk

Approved as to form:

_____

,City Attorney

Contractor

Thirkettle Corporation dba Aqua-Metric Sales Company, a California corporation

Signed by:
Christopher Newville
6EE3418DB025466...

By: Christopher Newville

Title: Manager

Date: 7/22/2025 | 12:54 PM PDT

Federal Employer Tax ID No. 33-0548813

Exhibits:

A Scope of Material

B Compensation

C Contractor's General Terms of Sale

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EXHIBIT A - Scope of Material

A.1 Description of Goods

Items purchased are solely provided by Senses, which include various meter types & sizes, Flexnet radio units, registers, and miscellaneous items. Items that may be purchased are listed in Exhibit B – Section B.1.

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EXHIBIT B - Compensation

B.1 Flexnet, Meters and accessories items for meters.

Aqua-Metric Sales Company

Utility/Municipality Customer Price List

1/1/2025

1) **Meters are sold without couplings or flanges/flange kits.**
2) **Regular stock items are subject to a 25% restocking fee if returned. Special order items are 50%.**
3) **Shipping allowed on orders over $80,000.**
4) **All meter orders must specify how the register needs to be programmed (USG/CF and Increment.)**
5) **Including our AMSC Product ID will streamline the order process and limit confusion and errors.**
6) **For a complete listing of AMSC Terms of Sale, visit our website at www.aqua-metric.com**

Product Line	Description	Customer Price	Product ID
ally Smart Electromagnetic Meter with Remote Management Valve			
ally	5/8" x 3/4" ally TR/PL	$451.00	ALLY20TR
ally	3/45" ally TR/PL	$451.00	ALLY30TR
ally	3/4" ally TR/PL	$495.00	ALLY40TR
ally	1" ally TR/PL	$519.00	ALLY50TR
Cordonel Ultrasonic C&I Meters - Coming FY 2023			
Cordonel	1-1/2" Cordonel TR/PL (Turbo LL)	$2,155.68	CORDONELT11-2
Cordonel	2" Cordonel TR/PL (Turbo LL)	$2,433.10	CORDONELT2
Cordonel	3" Cordonel TR/PL (Turbo LL)	$2,911.12	CORDONELT3
Cordonel	4" Cordonel TR/PL (Turbo LL)	$4,662.55	CORDONELT4
Cordonel	2" Cordonel TR/PL (Short)	$2,433.10	CORDONELT2SL
Cordonel	2" Cordonel TR/PL (Compound LL)	$2,433.10	CORDONELC2
Cordonel	3" Cordonel TR/PL (Compound LL)	$2,911.12	CORDONELC3
Cordonel	4" Cordonel TR/PL (Compound LL)	$4,662.55	CORDONELC4
iPERL+ Smart Electromagnetic Meter (Composite Residential & Fire Service)			
iPERLC	5/8" iPERL TR/PL	$156.00	I10TR
iPERLC	5/8" X 3/4" iPERL TR/PL	$156.00	I20TR
iPERLC	3/4" Short iPerl TR/PL	$156.00	I30TR
iPERLC	3/4" iPERL TR/PL	$180.00	I40TR
iPERLC	1" iPERL TR/PL	$253.00	I50TR
iPERLC	5/8"X3/4" iPERL TR/PL RECLAIM	$176.00	I20TRRC
iPERLC	1" iPERL TR/PL RECLAIM	$266.00	I50TRRC
iPERLC	5/8"X3/4" iPERL NICOR	$177.00	I20NICOR
iPERLC	3/4" SL iPERL 5' NICOR	$177.00	I30NICOR
iPERLC	3/4" L IPERL 5' NICOR	$215.00	I40NICOR
iPERLC	1" iPERL 5' NICOR	$275.00	I50NICOR
iPERLC	3/4" SL iPERL TR FIRESERVICE	$201.00	I30TRFS
iPERLC	3/4" L iPERL TR FIRE SERVICE	$221.00	I40TRFS
iPERLC	1" iPERL FIRESERVICE TR/PL	$292.00	I50TRFS
iPERLC	3/4" SL iPERL 5' NICOR FIRE	$224.00	I30NICORFS
iPERLC	3/4" IPERL FIRE 5' NICOR	$244.00	I40NICORFS
iPERLC	1" IPERL FIRE 5' NICOR	$314.00	I50NICORFS

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Page 1

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Product Line	Description	Customer Price	Product ID
iPERLC	3/4" SL iPERL ITRON	$178.00	I30ITRON
iPERLC	3/4" L iPERL ITRON	$203.00	I40ITRON
iPERLC	1" iPERL ITRON	$276.00	I50ITRON
iPERL Smart Electromagnetic Meter (Brass Residential & Fire Service)			
iPERLB	5/8" iPERL TR/PL	$180.00	I10TR
iPERLB	5/8" X 3/4" iPERL TR/PL	$184.00	I20TR
iPERLB	3/4" Short iPerl TR/PL	$184.00	I30TR
iPERLB	3/4" iPERL TR/PL	$200.00	I40TR
iPERLB	1" iPERL TR/PL	$260.00	I50TR
iPERLB	5/8"X3/4" iPERL TR/PL RECLAIM	$205.00	I20TRRC
iPERLB	1" iPERL TR/PL RECLAIM	$273.00	I50TRRC
iPERLB	5/8"X3/4" iPERL NICOR	$206.00	I20NICOR
iPERLB	3/4" SL iPERL 5' NICOR	$206.00	I30NICOR
iPERLB	3/4" L IPERL 5' NICOR	$236.00	I40NICOR
iPERLB	1" iPERL 5' NICOR	$283.00	I50NICOR
iPERLB	3/4" SL iPERL TR FIRESERVICE	$231.00	I30TRFS
iPERLB	3/4" L iPERL TR FIRE SERVICE	$242.00	I40TRFS
iPERLB	1" iPERL FIRESERVICE TR/PL	$300.00	I50TRFS
iPERLB	3/4" SL iPERL 5' NICOR FIRE	$254.00	I30NICORFS
iPERLB	3/4" IPERL FIRE 5' NICOR	$264.00	I40NICORFS
iPERLB	1" IPERL FIRE 5' NICOR	$322.00	I50NICORFS
iPERLB	3/4" SL iPERL ITRON	$207.00	I30ITRON
iPERLB	3/4" L iPERL ITRON	$223.00	I40ITRON
iPERLB	1" iPERL ITRON	$284.00	I50ITRON
OMNI R2 Residential Meter (Floating Ball Technology) W/Test Port			
OMNIR2T	1 1/2" OMNI R2 TRPL W/Test Port	$741.00	OMNIR11-2
OMNIR2T	2"OMNI R2 TRPL W/Test Port	$1,029.00	OMNIR2
OMNIR2T	2" OMNI R2 (10" LL) TRPL No Test Port	$998.00	OMNIR2SL
OMNIR2T	1 1/2" OMNI R2 RECLAIM W/Test Port	$760.00	OMNIR11-2RC
OMNIR2T	2"OMNI R2 RECLAIM W/Test Port	$1,054.00	OMNIR2RC
OMNIR2T	1 1/2 " OMNI R2 NICOR W/Test Port	$786.00	OMNIR11-2NICOR
OMNIR2T	2" OMNI R2 NICOR W/Test Port	$1,082.00	OMNIR2NICOR
OMNIR2T	1 1/2 " OMNI R2 NICOR RECLAIM W/Test Port	$811.00	NONSTOCK
OMNIR2T	2" OMNI R2 NICOR RECLAIM W/Test Port	$1,107.00	OMNIR2NICORRC
OMNIR2T	1 1/2 " OMNI R2 ITRON W/Test Port	$790.00	OMNIR11-2ITRON
OMNIR2T	2" OMNI R2 ITRON W/Test Port	$1,086.00	OMNIR2ITRON
OMNIR2T	1 1/2 " OMNI R2 ITRON RECLAIM W/Test Port	$815.00	OMNIR11-2ITRON
OMNIR2T	2" OMNI R2 ITRON RECLAIM W/Test Port	$1,111.00	OMNIR2ITRONRC
OMNIR2T	2" OMNI R2 SL ITRON RECLAIM	$1,047.00	OMNIR2SLITRONRC

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Product Line	Description	Customer Price	Product ID
OMNIR2T	1 1/2" OMNI R2 MMP	$636.00	OMNIR11-2MMP
OMNIR2T	2" OMNI R2 MMP	$677.00	OMNIR2MMP
OMNI R2 Residential Meter (Floating Ball Technology) No Test Port			
OMNIR2NTP	1 1/2" OMNI R2	$733.00	OMNIR11-2
OMNIR2NTP	2"OMNI R2	$1,021.00	OMNIR2
OMNIR2NTP	2" OMNI R2 (10" LL)	$998.00	OMNIR2SL
OMNIR2NTP	1 1/2" OMNI R2 RECLAIM	$753.00	OMNIR11-2RC
OMNIR2NTP	2"OMNI R2 RECLAIM	$1,046.00	OMNIR2RC
OMNIR2NTP	1 1/2 " OMNI R2 NICOR	$778.00	OMNIR11-2NICOR
OMNIR2NTP	2" OMNI R2 NICOR	$1,074.00	OMNIR2NICOR
OMNIR2NTP	1 1/2 " OMNI R2 NICOR RECLAIM	$804.00	NONSTOCK
OMNIR2NTP	2" OMNI R2 NICOR RECLAIM	$1,099.00	OMNIR2NICORRC
OMNIR2NTP	1 1/2 " OMNI R2 ITRON	$782.00	OMNIR11-2ITRON
OMNIR2NTP	2" OMNI R2 ITRON	$1,078.00	OMNIR2ITRON
OMNIR2NTP	1 1/2 " OMNI R2 ITRON RECLAIM	$808.00	OMNIR11-2ITRON
OMNIR2NTP	2" OMNI R2 ITRON RECLAIM	$1,103.00	OMNIR2ITRONRC
OMNIR2NTP	2" OMNI R2 SL ITRON RECLAIM	$1,047.00	OMNIR2SLITRONRC
OMNIR2NTP	1 1/2" OMNI R2 MMP TRPL	$636.00	OMNIR11-2MMP
OMNIR2NTP	2" OMNI R2 MMP TRPL	$677.00	OMNIR2MMP
OMNI T2 Turbo C&I Meter (Floating Ball Technology)			
OMNIT2	1 1/2" OMNI T2	$1,040.00	OMNIT11-2
OMNIT2	2" OMNI T2	$1,237.00	OMNIT2
OMNIT2	2" OMNI T2 SL	$1,181.00	OMNIT2SL
OMNIT2	3" OMNI T2	$1,544.00	OMNIT3
OMNIT2	4" OMNI T2	$3,000.00	OMNIT4
OMNIT2	6" OMNI T2	$5,402.00	OMNIT6
OMNIT2	8" OMNI T2	$10,084.00	OMNIT8
OMNIT2	10" OMNI T2	$13,147.00	OMNIT10
OMNIT2	2" OMNI T2 (COMPOUND LL)	$1,237.00	OMNIT2C2BODY
OMNIT2	3" OMNI T2 (COMPOUND LL)	$1,544.00	OMNIT3C2BODY
OMNIT2	4" OMNI T2 (COMPOUND LL)	$3,000.00	OMNIT4C2BODY
OMNIT2	6" OMNI T2 (COMPOUND LL)	$5,402.00	OMNIT6C2BODY
OMNIT2	1 1/2" OMNI T2 RECLAIM	$1,061.00	OMNIT11-2RC
OMNIT2	2" OMNI T2 RECLAIM	$1,258.00	OMNIT2RC
OMNIT2	2" OMNI T2 SL RECLAIM	$1,203.00	NONSTOCK
OMNIT2	3" OMNI T2 RECLAIM	$1,565.00	OMNIT3RC
OMNIT2	4" OMNI T2 RECLAIM	$3,022.00	OMNIT4RC
OMNIT2	6" OMNI T2 RECLAIM	$5,423.00	OMNIT6RC
OMNIT2	8" OMNI T2 RECLAIM	$10,106.00	NONSTOCK
OMNIT2	10" OMNI T2 RECLAIM	$13,169.00	NONSTOCK
OMNIT2	1 1/2" OMNI T2 NICOR	$1,078.00	OMNIT11-2NICOR
OMNIT2	2" OMNI T2 NICOR	$1,276.00	OMNIT2NICOR
OMNIT2	2" OMNI T2 SL NICOR	$1,220.00	NONSTOCK
OMNIT2	3" OMNI T2 NICOR	$1,582.00	OMNIT3NICOR
OMNIT2	4" OMNI T2 NICOR	$3,039.00	OMNIT4NICOR

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Product Line	Description	Customer Price	Product ID
OMNIT2	6" OMNI T2 NICOR	$5,441.00	OMNIT6NICOR
OMNIT2	8" OMNI T2 NICOR	$10,123.00	OMNIT8NICOR
OMNIT2	10" OMNI T2 NICOR	$13,186.00	OMNIT10NICOR
OMNIT2	1 1/2" OMNI T2 ITRON	$1,083.00	OMNIT11-2ITRON
OMNIT2	2" OMNI T2 ITRON	$1,280.00	OMNIT2ITRON
OMNIT2	2" OMNI T2 SL ITRON	$1,224.00	NONSTOCK
OMNIT2	3" OMNI T2 ITRON	$1,587.00	OMNIT3ITRON
OMNIT2	4" OMNI T2 ITRON	$3,044.00	OMNIT4ITRON
OMNIT2	6" OMNI T2 ITRON	$5,445.00	OMNIT6ITRON
OMNIT2	8" OMNI T2 ITRON	$10,127.00	OMNIT8ITRON
OMNIT2	10" OMNI T2 ITRON	$13,191.00	OMNIT10ITRON
OMNIT2	1 1/2" OMNI T2 ITRON RECLAIM	$1,104.00	OMNIT11-2ITRONRC
OMNIT2	2" OMNI T2 ITRON RECLAIM	$1,302.00	OMNIT2ITRONRC
OMNIT2	3" OMNI T2 ITRON RECLAIM	$1,609.00	OMNIT3ITRONRC
OMNIT2	4" OMNI T2 ITRON RECLAIM	$3,065.00	OMNIT4ITRONRC
OMNIT2	1 1/2" OMNI T2 MMP TRPL	$734.00	OMNIT11-2MMP
OMNIT2	2" OMNI T2 MMP TRPL	$756.00	OMNIT2MMP
OMNIT2	3" OMNI T2 MMP TRPL	$1,089.00	OMNIT3MMP
OMNIT2	4" OMNI T2 MMP TRPL	$1,111.00	OMNIT4MMP
OMNIT2	6" OMNI T2 MMP TRPL	$2,064.00	OMNIT6MMP
OMNIT2	8" OMNI T2 MMP TRPL	$3,070.00	OMNIT8MMP
OMNIT2	10" OMNI T2 MMP TRPL	$3,070.00	OMNIT10MMP
OMNIT2	1 1/2" OMNI T2 MMP ITRON	$777.00	OMNIT11-2MMPITRON
OMNIT2	2" OMNI T2 MMP ITRON	$799.00	OMNIT2MMPITRON
OMNIT2	3" OMNI T2 MMP ITRON	$1,133.00	OMNIT3MMPITRON
OMNIT2	4" OMNI T2 MMP ITRON	$1,154.00	OMNIT4MMPITRON
OMNIT2	6" OMNI T2 MMP ITRON	$2,107.00	OMNIT6MMPITRON
OMNIT2	8" OMNI T2 MMP ITRON	$3,113.00	OMNIT8MMPITRON
OMNIT2	10" OMNI T2 MMP ITRON	$3,113.00	OMNIT10MMPITRON
OMNI C2 Compound C&I Meter (Floating Ball Technology)			
OMNIC2	1 1/2" OMNI C2	$1,439.00	OMNIC11-2
OMNIC2	2" OMNI C2	$1,659.00	OMNIC2
OMNIC2	3" OMNI C2	$2,104.00	OMNIC3
OMNIC2	4" OMNI C2	$3,654.00	OMNIC4
OMNIC2	6" OMNI C2	$6,311.00	OMNIC6
OMNIC2	8" OMNI C2	$11,311.00	OMNIC8
OMNIC2	10" OMNI C2	$14,616.00	OMNIC10
OMNIC2	2" OMNI C2 TURBO LL	$1,659.00	OMNIC2T2BODY
OMNIC2	3" OMNI C2 TURBO LL	$2,101.00	OMNIC3T2BODY
OMNIC2	4" OMNI C2 TURBO LL	$3,650.00	OMNIC4T2BODY
OMNIC2	6" OMNI C2 TURBO LL	$6,304.00	OMNIC6T2BODY
OMNIC2	1 1/2" OMNI C2 RECLAIM	$1,460.00	OMNIC11-2RC
OMNIC2	2" OMNI C2 RECLAIM	$1,679.00	OMNIC2RC
OMNIC2	3" OMNI C2 RECLAIM	$2,124.00	OMNIC3RC
OMNIC2	4" OMNI C2 RECLAIM	$3,674.00	OMNIC4RC

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OMNIC2	6" OMNI C2 RECLAIM	$6,332.00	OMNIC6RC
OMNIC2	8" OMNI C2 RECLAIM	$11,332.00	OMNIC8RC
OMNIC2	10" OMNI C2 RECLAIM	$14,637.00	OMNIC10RC
OMNIC2	1 1/2" OMNI C2 NICOR	$1,476.00	OMNIC11-2NICOR
OMNIC2	2" OMNI C2 NICOR	$1,696.00	OMNIC2NICOR
OMNIC2	3" OMNI C2 NICOR	$2,141.00	OMNIC3NICOR
OMNIC2	4" OMNI C2 NICOR	$3,691.00	OMNIC4NICOR
OMNIC2	6" OMNI C2 NICOR	$6,348.00	OMNIC6NICOR
OMNIC2	8" OMNI C2 NICOR	$11,348.00	OMNIC8NICOR
OMNIC2	10" OMNI C2 NICOR	$14,653.00	OMNIC10NICOR
OMNIC2	1 1/2" OMNI C2 ITRON	$1,480.00	OMNIC11-2ITRON
OMNIC2	2" OMNI C2 ITRON	$1,700.00	OMNIC2ITRON
OMNIC2	3" OMNI C2 ITRON	$2,145.00	OMNIC3ITRON
OMNIC2	4" OMNI C2 ITRON	$3,695.00	OMNIC4ITRON
OMNIC2	6" OMNI C2 ITRON	$6,352.00	OMNIC6ITRON
OMNIC2	8" OMNI C2 ITRON	$11,353.00	OMNIC8ITRON
OMNIC2	10" OMNI C2 ITRON	$14,657.00	OMNIC10ITRON
OMNIC2	1 1/2" OMNI C2 MMP	$1,018.00	OMNIC11-2MMP
OMNIC2	2" OMNI C2 MMP	$1,038.00	OMNIC2MMP
OMNIC2	3" OMNI C2 MMP	$1,487.00	OMNIC3MMP
OMNIC2	4" OMNI C2 MMP	$1,508.00	OMNIC4MMP
OMNIC2	6" OMNI C2 MMP	$2,890.00	OMNIC6MMP
OMNIC2	8" OMNI C2 MMP	$3,548.00	OMNIC8MMP
OMNIC2	10" OMNI C2 MMP	$3,548.00	OMNIC10MMP
OMNIC2	1 1/2" OMNI C2 MMP ITRON	$1,058.00	OMNIC11-2MMPITRON
OMNIC2	2" OMNI C2 MMP ITRON	$1,079.00	OMNIC2MMPITRON
OMNIC2	3" OMNI C2 MMP ITRON	$1,528.00	OMNIC3MMPITRON
OMNIC2	4" OMNI C2 MMP ITRON	$1,548.00	OMNIC4MMPITRON
OMNIC2	6" OMNI C2 MMP ITRON	$2,931.00	OMNIC6MMPITRON
OMNIC2	8" OMNI C2 MMP ITRON	$3,589.00	OMNIC8MMPITRON
OMNIC2	10" OMNI C2 MMP ITRON	$3,589.00	NONSTOCK
OMNI F2 Compound C&I Meter (Floating Ball Technology)			
OMNIF2	4" OMNI F2 TR/PL	$8,425.00	OMNIF4
OMNIF2	6" OMNI F2 TR/PL	$11,229.00	OMNIF6
OMNIF2	8" OMNI F2 TR/PL	$17,794.00	OMNIF8
OMNIF2	10" OMNI F2 TR/PL	$24,011.00	OMNIF10
OMNIF2	4" OMNI F2 ITRON	$8,467.00	OMNIF4ITRON
OMNIF2	6" OMNI F2 ITRON	$11,272.00	OMNIF6ITRON
OMNIF2	8" OMNI F2 ITRON	$17,836.00	OMNIF8ITRON
OMNIF2	10" OMNI F2 ITRON	$24,054.00	OMNIF10ITRON
OMNIF2	4" OMNI F2 MMP	$1,619.00	OMNIF-M4MMP
OMNIF2	6" OMNI F2 MMP	$3,109.00	OMNIF-M6MMP
OMNIF2	8" OMNI F2 MMP	$3,567.00	OMNIF-M8MMP
OMNIF2	10" OMNI F2 MMP	$3,567.00	OMNIF-M10MMP
OMNIF2	1.5" For SR Meter Replacement	$2,262.00	NONSTOCK

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Product Line	Description	Customer Price	Product ID
OMNIF2	2" For SR Meter Replacement	$2,389.00	NONSTOCK
OMNIF2	1.5" For Turbine Meter Replacement	$1,774.00	NONSTOCK
OMNIF2	2" For Turbine Meter Replacement	$1,902.00	NONSTOCK
OMNI H2 Hydrant Meter (Floating Ball Technology)			
OMNIH2	3" OMNI H2 (STD CPL) 20' TR/PL	$1,975.00	OMNIH3
OMNIH2	3" OMNI H2 (STD CPL) 20' TR/PL RECLAIM	$1,999.00	OMNIH3
OMNIH2	3" OMNI H2 (STD CPL) 25' NICOR	$2,017.00	OMNIH3NICOR
OMNIH2	3" OMNI H2 (STD CPL) 25' NICOR RECLAIM	$2,041.00	OMNIH3NICORRC
OMNIH2	3" OMNI H2 MMP TR/PL	$1,186.00	OMNIH3MMP
OMNIH2	3" OMNI H2 MMP NICOR	$1,228.00	OMNIH3MMPNICOR
OMNIH2	OMNI H2 SUPPORT BRACKET (ADD-ON)	$470.00	OMNIH3SUPPORT
SRII Positive Displacement Water Meter with Electronic Register+			
SRII	5/8" SRII TR/PL	$157.00	S102TR
SRII	5/8" X 3/4" SRII TR/PL	$157.00	S202TR
SRII	3/4" SL SRII TR/PL	$193.00	S302TR
SRII	3/4" SRII TR/PL	$193.00	S402TR
SRII	1" SRII TR/PL	$262.00	S502TR
SRII	3/4" SL SRII TR/PL RECLAIM	$208.00	NONSTOCK
SRII	3/4" SRII TR/PL RECLAIM	$208.00	S402TRRC
SRII	1" SRII TR/PL RECLAIM	$278.00	S502TRRC
SRII	5/8" X 3/4" SRII NICOR	$173.00	S202NICOR
SRII	3/4" SL SRII NICOR	$209.00	S302NICOR
SRII	3/4" SRII NICOR	$209.00	S402NICOR
SRII	1" SRII NICOR	$278.00	S502NICOR
SRII	5/8 X 3/4" SRII ITRON	$181.00	S202ITRON
SRII	3/4" SL SRII ITRON	$216.00	S302ITRON
SRII	3/4" SRII ITRON	$216.00	S402ITRON
SRII	1" SRII ITRON	$286.00	S502ITRON
SRII	5/8" SRII MEASURING CHAMBER	$38.00	S202MC
SRII	3/4" SRII MEASURING CHAMBER	$68.00	S302MC
SRII	1" SRII MEASURING CHAMBER	$100.00	S502MC
Sensus Residential and C&I Meter Registers			
REGISTER	5/8" E-Register+	$84.00	S202RTR
REGISTER	3/4" E-Register+	$84.00	S302RTR
REGISTER	1" E-Register+	$84.00	S502RTR
REGISTER	5/8" E-Register+ Nicor	$93.00	S202RNICOR
REGISTER	3/4" E-Register+ Nicor	$93.00	S302RNICOR
REGISTER	1" E-Register+ Nicor	$93.00	S502RNICOR
REGISTER	5/8" E-Register+ Itron	$102.00	S202RITRON
REGISTER	3/4" E-Register+ Itron	$102.00	S302RITRON
REGISTER	1" E-Register+ Itron	$102.00	S502RITRON
REGISTER	OMNI+ R2 REGISTER	$449.00	OMNIRRTR2

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Product Line	Description	Customer Price	Product ID
REGISTER	OMNI+ R2 REGISTER RECLAIM	$475.00	OMNIRTCTP2RC
REGISTER	OMNI+ T2/C2/F2 REGISTER	$475.00	OMNI(C/T/F)RTR(Size)
REGISTER	OMNI+ H2 REGISTER	$547.00	OMNIHRTR
REGISTER	OMNI+ T2/C2 RECLAIM REGISTER	$498.00	NONSTOCK
REGISTER	OMNI+ T2/C2/F2 REGISTER NICOR	$516.00	OMNI(C/T/F)RNICOR
REGISTER	OMNI+ T2/C2/F2 REGISTER ITRON	$521.00	OMNI(C/T/F)RITRON
Sensus FlexNet Radio Transmitters			
SMARTPOINT	520M Single Port T/C	$174.00	MXU520MSP
SMARTPOINT	520M Dual Port T/C	$252.00	MXU520MDP
SMARTPOINT	510M Single Port	$173.00	MXU510MSP
SMARTPOINT	512M Single Port Wired PLS	$170.00	MXU512MSPWIRED
SMARTPOINT	522M Dual Port(TC Port & Itron Port)	$196.00	MXU522MSPTRPL
Miscellaneous Electronic Devices & Batteries			
MISC	KEMP MEEK VL9 MDU	$156.00	MDU
MISC	COMMAND LINK II	$988.00	COMMANDLINK
MISC	COMMAND LINK WALL MOUNT CHARGER	$149.00	COMMANDLINKWALL
MISC	COMMANDLINK CAR CHARGER	$164.00	NONSTOCK
MISC	MICRO TRANSCEIVER USB	$414.00	MICROTRANSCEIVE
MISC	FL 7501-GB HANDHELD W/GPS	$9,635.00	FL6501GB
MISC	FL 7502-GB RF HANDHELD W/GPS	$13,247.00	FL6502GB
MISC	FL6001 ETHERNET DOCK	$1,062.00	FL6001
MISC	FL6500 LI-ION BATTERY PACK	$393.00	FL6500BATTERY
MISC	FIELD LOGIC COMMUNICATOR TOOL	$318.00	OMNITOOL
MISC	AG 6590 AUTO GUN RF	$2,009.00	AG6590
MISC	AG 6590 AUTOGUN EXT 90 DEGREES	$404.00	AG6590EXT
MISC	4090 Autogun Sensor	$196.00	AR4090SENSOR
MISC	TouchReader Plus Visual Display (3096)	$617.00	3096MR
MISC	Juniper Cedar CT8X2 Ruggedized Tablet	$2,000.00	CEDARTABLET
MISC	SENSUS DRIVE SOCKET	$26.00	SDS
Residential Meter Couplings			
COUPLING	3/4" Brass Coupling & Washer	$31.00	CPL
COUPLING	1" Brass Coupling & Washer	$39.00	CPL1
Meter Flanges and Flange Kits			
FLANGE	1.5" Flange	$51.00	FLG11-2
FLANGE	1.5" Flange Kit (W/Gasket)	$56.00	FLG11-2KIT
FLANGE	2" Flange	$59.00	FLG2
FLANGE	2" Flange Kit (W/Gasket)	$64.00	FLG2KIT
Meter Gaskets, Seals and O-Rings			
GASKET	3/4" Gasket	$1.00	GASR3-4B
GASKET	1" Gasket	$2.00	GASR1B
GASKET	1 1/2" Drop In Flange Gasket	$3.00	GAS11-2
GASKET	2" Drop In Flange Gasket	$4.00	GAS2

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Product Line	Description	Customer Price	Product ID
GASKET	1.5 - 2" OMNI CHAMBER SEAL GASKET	$9.00	OMNI2ILL15
GASKET	3 - 4" OMNI CHAMBER SEAL GASKET	$11.00	OMNI4ILL15
GASKET	6" OMNI CHAMBER SEAL GASKET	$14.00	OMNI6ILL15
GASKET	8 " OMNI CHAMBER SEAL GASKET	$13.00	OMNI8ILL15
GASKET	1.5 - 2" OMNI CHAMBER COVER O-RING	$10.00	OMNI2ILL12
GASKET	3 - 4" OMNI CHAMBER COVER O-RING	$12.00	OMNI4ILL12
GASKET	6" OMNI CHAMBER COVER O-RING	$13.00	OMNI6ILL12
GASKET	8 - 10" OMNI CHAMBER COVER GASKET	$14.00	OMNI10ILL12
AMI/AMR Parts and Cable Assemblies			
PARTS	520M HOUSING COMPLETE (85M)	$46.00	MXU520MILL85M
PARTS	MXU PIT LID HOUSING ASSY (85B)	$32.00	MXU520MILL85B
PARTS	520M TRPL ADAPTER (85C)	$1.00	MXU520MILL85C
PARTS	520M BOOT (85D)	$6.00	MXU520MILL85D
PARTS	520M PIT LOCKING NUT (85E)	$7.00	MXU520MILL85E
PARTS	520M BOOT LOCKING CLIP (85F)	$3.00	MXU520MILL85E
PARTS	520M ISO SLEEVE (85G)	$2.00	MXU520MILL85G
PARTS	TR/PL HOUSING ASSY-R	$3.00	NONSTOCK
PARTS	TR/PL HOUSING ASSY-S	$25.00	TR/PLH
PARTS	TR/PL SENSOR W/6' WIRE, IPERL 2-WIRE	$30.00	ITP6
PARTS	TR/PL SENSOR W/6' WIRE	$41.00	TP6
PARTS	SENSOR ASSY NICOR TO TR/PL 18"	$38.00	TPNICOR18
PARTS	SENSOR ASSY ITRON TO TR/PL 1'	$38.00	NONSTOCK
PARTS	SENSOR ASSY NICOR TO TR/PL 5'	$50.00	TPNICOR
PARTS	SENSOR ASSY ITRON TO TR/PL 5'	$50.00	TPITRON
PARTS	TAMPER RESISTANT SCREW	$2.00	TPS
PARTS	4" OMNI T2/C2 STRAINER SCREEN	$88.00	NONSTOCK
PARTS	OMNI H2 COUPLING SWIVEL	$316.00	OMNIH2ILL31
PARTS	6' TR/PL CABLE (3-WIRE) EHAT	$76.00	NONSTOCK
PARTS	20' TR/PL CABLE (3-WIRE) EHAT	$82.00	NONSTOCK
PARTS	50' TR/PL CABLE (3-WIRE) EHAT	$97.00	NONSTOCK
PARTS	100' TR/PL CABLE (3-WIRE) EHAT	$120.00	NONSTOCK
PARTS	ITRON CONNECTOR WITH 25' CABLE	$134.00	OMNICABLEITRON25
PARTS	5' NICOR AMR CABLE (MAKE CONNECTOR) EHAT	$94.00	NONSTOCK
PARTS	20' NICOR AMR CABLE (MALE	$124.00	NONSTOCK
PARTS	20' TR/PL CABLE (3-WIRE) & 20' PULSE CABLE EHAT	$107.00	NONSTOCK
PARTS	50' TR/PL CABLE (3-WIRE) & 20' PULSE CABLE EHAT	$121.00	NONSTOCK
PARTS	ITRON CONNECTOR WITH 25' CABLE & 20' PULSE CABLE EHAT	$158.00	NONSTOCK

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Product Line	Description	Customer Price	Product ID
PARTS	20' NICOR AMR CABLE (MALE CONNECTOR) & 20' PULSE CABLE EHAT	$149.00	NONSTOCK
PARTS	5' NICOR AMR CABLE (MALE CONNECTOR) & 20' PULSE CABLE EHAT	$118.00	NONSTOCK
PARTS	ITRON CONNECTOR WITH 5' CABLE EHAT	$104.00	NONSTOCK
PARTS	50' NICOR AMR CABLE (MALE CONNECTOR) EHAT	$155.00	NONSTOCK
PARTS	18" NICOR CABLE EHAT	$91.00	NONSTOCK
PARTS	6' TR/PL CABLE (3-WIRE) & 20' PULSE CABLE EHAT	$101.00	NONSTOCK
PARTS	100' TR/PL CABLE (3-WIRE) & 20' PULSE CABLE EHAT	$144.00	NONSTOCK
PARTS	50' NICOR AMR CABLE (MALE CONNECTOR) & 20' PULSE CABLE EHAT	$179.00	NONSTOCK
PARTS	ITRON CONNECTOR WITH 5' CABLE & 20' PULSE CABLE EHAT	$129.00	NONSTOCK
PARTS	18" FML CABLE EHAT	$125.00	NONSTOCK
Wire and Accessories			
WIRE	1000 Foot Roll	$262.47	WIRE
WIRE	Per Foot	$0.37	NONSTOCK

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EXHIBIT C – CONTRACTOR'S GENERAL TERMS OF SALE

1. GENERAL TERMS OF SALE

1.1. Aqua-Metric will coordinate and furnish all product(s) and material(s) identified within this Agreement or an applicable City purchase order.

1.2. PRODUCT CONFIGURATION. The Parties shall complete all product specification and configurations prior to order entry. Aqua-Metric shall work with the City to setup configuration profiles for each product type. The City shall be responsible for ensuring the specifications and configurations meet the standards and expectations of the City. The City acknowledges material delivery times will begin from the date of Aqua-Metric's purchase order to its supplier concluding completion of all product configuration profiles.

1.3. SHIPMENTS. All products delivery times will be subject to manufacturer availability and production lead times. Aqua-Metric or its suppliers will ship all products on prepaid ground transportation. Expedited shipments, such as next day or second day, may be requested, subject to availability and at the City's expense. All applicable shipping and handling charges will be included within Aqua-Metric's invoice to the City. Aqua-Metric does not guarantee and therefore will not be liable for any delays in shipment. Aqua-Metric shall ship oversized product(s) or bulk orders on standard Less-Than-Truckload ("LTL") freight carriers when applicable. The City will be required to provide the necessary equipment (i.e. loading dock, fork lift, pallet jack, etc.) to unload the shipment upon arrival. If the City does not have access to unloading equipment, the City must inform Aqua-Metric before shipment. The City will be responsible for any additional cost(s) or fee(s) incurred for special handling requirements.

1.4. FREIGHT ALLOWANCE. Delivery shall be FOB Destination Freight Prepaid and Added for Sensus product orders less than $80,000. Aqua-Metric will deliver material(s) furnished under this Agreement by the most expeditious shipping method required to fulfill the order. Freight allowance is only applicable to single orders shipped complete and excludes priority or express shipping. Partial shipments must be specified in writing at the time of order placement. Aqua-Metric reserves the right to refuse freight allowance and/or invoice freight costs, in whole or in part.

1.5. INSPECTION AND ACCEPTANCE. The City shall inspect and/or test all materials within ten (10) business days from the date of delivery and immediately notify Aqua-Metric of any discrepancies. If no notice is provided within the 10-day period, Aqua-Metric will assume the material(s) have passed inspection and will invoice the City for the materials delivered.

1.6. RISK OF LOSS. Unless otherwise agreed, the City will have title to, and risk of loss of, all materials upon delivery to the project site, including material(s) stored on the City property, which are intended to become a part of the Work. In the event of Aqua-Metric's breach of contract and the City has paid Aqua-Metric for all or a portion of the materials which remains in the possession of Aqua-Metric, then the City shall have title to, and the right to take possession of, such materials at any time following payment thereof. Notwithstanding, Aqua-Metric will be liable for any loss or damage to the materials in its possession and caused by Aqua-Metric or its subcontractors.

1.7. LOSS OR DAMAGE CLAIMS. The Customer is responsible for reporting lost or damaged deliverables as a result of improper packaging and/or handling to Aqua-Metric within ten (10) days. Claims made more than ten (10) days after the product has been delivered to the City facilities shall be void. Damaged product(s) will be returned to Aqua-Metric for inspection. Aqua-Metric reserves the right to repair or replace product(s) damaged in shipment.

1.8. PRODUCT RETURNS. No product(s) may be returned for refund without the prior written authorization of Aqua-Metric. Aqua-Metric reserves the right to refund the cost of deliverables less a restocking fee and/or shipping and handling charges upon receipt of return product. Refunds will be processed and issued within thirty (30) days from the receipt of the returned product(s). Authorized return

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shipments must be returned within six (6) months of the delivery date, in "like-new" condition to Aqua-Metric's designated receiving point, must be shipped in original or suitable packaging, must be accompanied by a packing slip, including Aqua-Metric's return authorization number, and must have transportation charges prepaid. All returned product(s) will be inspected upon delivery for any indication of use or damage. The City will be responsible for returning the product(s) to Aqua-Metric's designated distribution warehouse and any cost(s) incurred to repackage and/or shipping carrier fees. The City will be responsible for any damages incurred during shipment. Aqua-Metric reserves the right to refuse product(s) which have been installed, used, or otherwise returned in any condition other than new. Aqua-Metric reserves the right to deduct an adequate service charge to cover all inspection, testing and handling from any refund.

1.9. RESTOCKING FEE. Return products shall be subject to a twenty-five percent (25%) restocking fee. Special order product(s), including but not limited to meter reading equipment, infrastructure, ActPaks, or any product(s) requiring a unique or custom build configuration, shall be subject to a fifty percent (50%) restocking fee. Custom built products including but not limited to product(s) affixed with customer serial numbers, branding or other unique identifying mark(s) or label(s) (e.g. electric meters, meters or meter box lids with the City name or logo, etc.), or equipment returned beyond six months of purchase are ineligible for return.

1.10. CANCELLATIONS. The Parties acknowledge the quantities outlined within Exhibit A hereto have been approximated based upon the data provided by the City. Final quantities shall be determined and reflected in a Change Order in accordance with the Agreement. Either Party may cancel all, or a portion thereof, product(s) which 1) have not shipped to the City's designated receiving location and 2) upon providing the non-cancelling Party five (5) business days' written notice.

1.11. MISCELLANEOUS FEES.

1.11.1. Any other fee schedule for material(s) or service(s) not outlined herein will be invoiced upon consumption or as reasonably appropriate for such material or service rendered.

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2025-

---

1. **APPROVING A GENERAL SERVICE AGREEMENT WITH THIRKETTLE CORPORATION DBA AQUA-METRIC SALES COMPANY, AS A SOLE SOURCE VENDOR PER TRACY MUNICIPAL CODE 2.20.180(B)(C), TO PURCHASE METERS, FLEXNETS, AND OTHER ACCESSORY ITEMS FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $1,000,000 PER FISCAL YEAR WITH AN INITIAL TWO-YEAR TERM; AND**

2. **AUTHORIZING AN ADMINISTRATIVE EXTENSION BY THE CITY MANAGER OF UP TO THREE (3) ADDITIONAL YEARS FOLLOWING A WRITTEN DETERMINATION THAT CONTRACTOR HAS SATISFACTORILY MET ALL THE REQUIREMENTS OF THIS AGREEMENT AND BUDGET AVAILABILITY.**

WHEREAS, The City of Tracy Utilities Line Maintenance Unit is responsible for managing an extensive network including over 1,200 miles of water, wastewater, and storm drain lines, more than 28,000 water meters, and numerous hydrants. Accurate water metering is critical for tracking consumption, generating revenue, promoting conservation, and complying with state reporting mandates.; and

WHEREAS, A "Flexnet" automated device is installed on each water meter by the Utilities Line Maintenance Unit to wirelessly transmit hourly reads to the City's leased software portal via a regional network interface. These readings, which quantify water flow, serve as the basis for utility billing (water and certain sewer categories); and

WHEREAS, Since 1999, the City has utilized Sensus products to facilitate a more efficient, radio-read metering system that significantly reduces labor and accelerates data retrieval.

WHEREAS, These proprietary products and their supporting software were designated sole-source and exempt from formal bidding under TMC 2.20.108(b)(4). Previous City Council resolutions (2015-016 and 2019-063) have confirmed the application of this exemption. Additionally, City Standards Plans for Streets and Utilities (Sections 403-406 and 600-601) require the use of Sensus products.; and

WHEREAS, Given the significant investment in infrastructure supporting accurate and efficient water meter data collection and billing, it is critical to maintain continuity with the existing Sensus system. Aqua-Metric Sales, as the sole-source vendor, ensures consistent product compatibility and vendor support.; and

WHEREAS, The Utilities Line Maintenance – Meter Unit purchases meters and related equipment for new construction, replacements of outdated or malfunctioning units, and

technology upgrades. Funding for these purchases and services is available in the Fiscal Year 2026 Enterprise Water Fund (511) operations and maintenance budget.

WHEREAS, Transitioning to an alternative metering system would be costly, disruptive, and not in the City's best interest given the current infrastructure and operational needs; 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 execution of the a General Service Agreement with Thirkettle Corporation dba Aqua-Metric Sales Company, as a sole source vendor per Tracy Municipal Code 2.20.180(b)(c), to purchase meters, Flexnets, and other accessory items for a total not-to-exceed amount of $1,000,000 per fiscal year with an initial two-year term; and be it

FURTHER RESOLVED: Authorize an administrative extension by the City Manager of up to three (3) additional years following a written determination that Contractor has satisfactorily met all the requirements of this Agreement and budget availability; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy finds the actions taken herein are not considered a Project defined by Section 21065 of the Public Resource Code and are exempt from CEQA (California Environmental Quality Act) requirements.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on 19th day of August, 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 – General Services Agreement with Aqua Metrics Sales

CITY OF TRACY
GENERAL PURCHASING AGREEMENT

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (the "**City"**), and Thirkettle Corporation dba Aqua-Metric Sales Company, a California corporation (the "**Contractor" or "Aqua-Metric"**). City and Contractor are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Contractor to provide Sensus meters, FlexNet units, and additional meter reading supplies as applicable (the "Goods"); and

B. City has determined that Contractor is a sole source vendor per TMC 2.20.180(b)(2) and per TMC 2.20.180(b)(4) is exempt from a formal bidding process.

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

D. This Agreement is being executed pursuant to Resolution No. 2025-____ approved by Tracy City Council on _____, 2025.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. Contractor shall provide the Goods described in Exhibit "A" attached and incorporated by reference.

2. Time of Performance.

2.1. Term. The term of this Agreement shall be effective for an initial two-year term from the date all parties have signed the Agreement, unless terminated in accordance with Section 6.

2.2. **OPTION TO EXTEND:** This Agreement may be extended for an additional three years by the City Manager following a written determination that Contractor has satisfactorily met all the requirements of this Agreement.

3. Compensation. City shall pay Contractor for Goods delivered commensurate with the unit prices set forth in Exhibit "B," subject to duly executed Purchase Order(s).

3.1. Not to Exceed Amount. Contractor's total compensation under this Agreement shall not exceed $1,000,000 (one million dollars) per fiscal year. No Goods shall be delivered by Contractor in excess of the total compensation amount provided in this section without the City's prior written approval.

3.2. Economic Price Adjustment. In recognition of the potential for fluctuation in Contractor's cost for the materials or services provided hereto this Agreement, a price adjustment may be submitted by Contractor on an annual basis or on Contractor's reasonable notice to the City upon Contractor's receipt of such price adjustment imposed by Contractor's manufacturers or suppliers. The percentage change between the contract price and the requested price shall not exceed the percentage change listed in the U.S. Bureau of Labor Statistics' published Consumer Price Index for that time period. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment. Contractor's price adjustment will be made in change order and submitted to the City timely. Price adjustments will be for the sole purpose of accommodating changes in Contractor's direct economic and inflationary costs of materials or services provided herein.

3.3. Taxes and Fees. Except where otherwise provided, all prices are exclusive of federal taxes, state taxes, municipal taxes, tariffs, duties, and other government-imposed fees (collectively the "Taxes and Fees") related to the procurement, installation, and delivery of materials and equipment. The City

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shall be liable for all Taxes and Fees imposed upon the materials purchased under this Agreement. Taxes and Fees will be added to each applicable invoice and are the responsibility of the City. If the City is exempt from sales tax, the City is required to provide all applicable tax exemption documentation at the time of purchase. Any changes in Taxes and Fees during this Agreement may result in adjustments to the final invoice accordingly.

3.4. Invoices. Contractor shall submit invoices in reasonable detail to the City itemizing all Goods delivered to the City's facility.

3.4.1. Contractor's failure to submit invoices in accordance with these requirements may result in the City rejecting said invoices and thereby delaying payment to Contractor.

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

3.5.1. Notwithstanding anything to the contrary herein, all payments will be processed in accordance with California Public Contract Code §20104.50. Contractor may charge a late fee for payments not made in accordance with this prompt payment policy; however, the policy shall not apply to payments withheld by the City in the event: (a) there is a bona fide dispute between the City and Contractor concerning the Goods, supplies, materials, equipment delivered that causes the payment to be late; or (b) the payment application is not mailed or invoiced to the City in accordance with Agreement. The City shall provide Contractor with written notice of a disputed invoice within thirty (30) days from the date of receiving the invoice. If the City has not furnished such notice, Contractor may consider the invoice accepted and ready for payment.

3.5.2. Without limiting the foregoing, Contractor may, in its sole discretion, place the City on "credit hold" and withhold or suspend, in whole or in part, current or future orders until the City has paid all delinquent amounts plus any applicable late fees to Contractor.

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

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

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

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

5.1. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than $2,000,000 general aggregate and $1,000,000 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.

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

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

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

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

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

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

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

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

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

6. Termination.

6.1. The City may terminate this Agreement, in whole or in part, by giving ten days' written notice to Contractor. The City shall pay Contractor for all Goods delivered in accordance with this Agreement, up to the date notice is given.

6.2. Contractor may terminate this Agreement, in whole or in part, upon ten days' written notice in the event the City materially breaches this Agreement, including without limitation the City's payment obligations for the Goods as outlined herein.

6.3. In the event either party has materially breached the terms of this Agreement, the breaching party shall cure, or reasonably begin to cure, such breach within 30 days' (the "Cure Period") from the non-breaching party's written notice. If the breach has not been cured by the breaching party within the Cure Period, this Agreement may be terminated for cause.

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

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

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

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

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

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

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

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

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

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

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

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

To City:

Office of the Director of Public Works
520 S Tracy Blvd
Tracy, CA 95376

To Contractor:

Aqua-Metric Sales Company
Attn: Tommy Thirkettle
4050 Flat Rock Drive
Riverside, CA 92505

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

With a copy to:
Aqua-Metric Sales Company
Attn: Christopher Newville
16914 Alamo Parkway, Bldg. 2
Selma, TX 78154
Email: chris.newville@aqua-metric.com

13. Miscellaneous.

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

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

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

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

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

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

13.6.1. Hazardous Materials. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of performing their services.

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

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

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

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

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

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

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

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

13.14. WARRANTIES.

13.14.1. Disclaimer. Except as specifically set forth in this agreement, the product(s), service(s), and software are provided by contractor on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose; provided; however, any supplier warranties received by contractor from its suppliers shall be passed on to the city.

13.14.2. Contractor warrants that the services provided by Contractor will be performed in a professional and workmanlike manner with a degree of care, skill, and competence that is consistent with the then generally accepted industry standards reasonably expected of similar types of engagements and the work will substantially conform to the deliverables specified within the Agreement.

13.14.3. Contractor warrants that the product(s) or service(s) within the Agreement shall be provided to the best of Contractor's reasonable ability and in accordance with the information and data provided by the City in the preparation of this Agreement. Except in the event Contractor is hired by the City to perform a systemwide audit of the City's utility distribution area, Contractor makes no representation, warranty, or covenants that the equipment or service(s) provided under this Agreement will be identical, compatible, or commensurate with the actual quantities, model, type, required to complete the work.

13.14.4. Supplier Warranties. Contractor warrants to provide all software, service(s), and product(s) in new or like-new condition, of good quality, and reasonably free from defect. Where available, Contractor's supplier warranties shall apply to all software, service(s), and product(s) furnished by Contractor's third-party suppliers under this Agreement. Nothing in this Agreement shall be considered to amend, extend, enhance, or limit the supplier warranties offered unless such change has been expressly offered by Contractor's supplier in writing and incorporated into the Agreement.

13.14.5. Limitations and disclaimers of liability. Disclaimer of certain damages. In no event shall any party have any liability to the another party hereto for any lost profits (whether direct or indirect), loss of use, costs of cover, or for any indirect, special, incidental, punitive, or consequential damages however caused and, whether in contract, tort, warranty or under

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any other theory of liability, whether or not the party has been advised of the possibility of such damage.

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

_____

By: _____

Title: _____

Date: _____

Attest:

_____

April B. A. Quintanilla, City Clerk

Approved as to form:

_____

,City Attorney

Contractor

Thirkettle Corporation dba Aqua-Metric Sales Company, a California corporation

Signed by:
Christopher Newville
6EE3418DB025466...

By: Christopher Newville

Title: Manager

Date: 7/22/2025 | 12:54 PM PDT

Federal Employer Tax ID No. 33-0548813

Exhibits:

A Scope of Material

B Compensation

C Contractor's General Terms of Sale

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EXHIBIT A - Scope of Material

A.1 Description of Goods

Items purchased are solely provided by Senses, which include various meter types & sizes, Flexnet radio units, registers, and miscellaneous items. Items that may be purchased are listed in Exhibit B – Section B.1.

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EXHIBIT B - Compensation

B.1 Flexnet, Meters and accessories items for meters.

Aqua-Metric Sales Company

Utility/Municipality Customer Price List

1/1/2025

1) **Meters are sold without couplings or flanges/flange kits.**
2) **Regular stock items are subject to a 25% restocking fee if returned. Special order items are 50%.**
3) **Shipping allowed on orders over $80,000.**
4) **All meter orders must specify how the register needs to be programmed (USG/CF and Increment.)**
5) **Including our AMSC Product ID will streamline the order process and limit confusion and errors.**
6) **For a complete listing of AMSC Terms of Sale, visit our website at www.aqua-metric.com**

Product Line	Description	Customer Price	Product ID
ally Smart Electromagnetic Meter with Remote Management Valve			
ally	5/8" x 3/4" ally TR/PL	$451.00	ALLY20TR
ally	3/45" ally TR/PL	$451.00	ALLY30TR
ally	3/4" ally TR/PL	$495.00	ALLY40TR
ally	1" ally TR/PL	$519.00	ALLY50TR
Cordonel Ultrasonic C&I Meters - Coming FY 2023			
Cordonel	1-1/2" Cordonel TR/PL (Turbo LL)	$2,155.68	CORDONELT11-2
Cordonel	2" Cordonel TR/PL (Turbo LL)	$2,433.10	CORDONELT2
Cordonel	3" Cordonel TR/PL (Turbo LL)	$2,911.12	CORDONELT3
Cordonel	4" Cordonel TR/PL (Turbo LL)	$4,662.55	CORDONELT4
Cordonel	2" Cordonel TR/PL (Short)	$2,433.10	CORDONELT2SL
Cordonel	2" Cordonel TR/PL (Compound LL)	$2,433.10	CORDONELC2
Cordonel	3" Cordonel TR/PL (Compound LL)	$2,911.12	CORDONELC3
Cordonel	4" Cordonel TR/PL (Compound LL)	$4,662.55	CORDONELC4
iPERL+ Smart Electromagnetic Meter (Composite Residential & Fire Service)			
iPERLC	5/8" iPERL TR/PL	$156.00	I10TR
iPERLC	5/8" X 3/4" iPERL TR/PL	$156.00	I20TR
iPERLC	3/4" Short iPerl TR/PL	$156.00	I30TR
iPERLC	3/4" iPERL TR/PL	$180.00	I40TR
iPERLC	1" iPERL TR/PL	$253.00	I50TR
iPERLC	5/8"X3/4" iPERL TR/PL RECLAIM	$176.00	I20TRRC
iPERLC	1" iPERL TR/PL RECLAIM	$266.00	I50TRRC
iPERLC	5/8"X3/4" iPERL NICOR	$177.00	I20NICOR
iPERLC	3/4" SL iPERL 5' NICOR	$177.00	I30NICOR
iPERLC	3/4" L IPERL 5' NICOR	$215.00	I40NICOR
iPERLC	1" iPERL 5' NICOR	$275.00	I50NICOR
iPERLC	3/4" SL iPERL TR FIRESERVICE	$201.00	I30TRFS
iPERLC	3/4" L iPERL TR FIRE SERVICE	$221.00	I40TRFS
iPERLC	1" iPERL FIRESERVICE TR/PL	$292.00	I50TRFS
iPERLC	3/4" SL iPERL 5' NICOR FIRE	$224.00	I30NICORFS
iPERLC	3/4" IPERL FIRE 5' NICOR	$244.00	I40NICORFS
iPERLC	1" IPERL FIRE 5' NICOR	$314.00	I50NICORFS

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Sacramento, CA 95834

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www.aqua-metric.com

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Product Line	Description	Customer Price	Product ID
iPERLC	3/4" SL iPERL ITRON	$178.00	I30ITRON
iPERLC	3/4" L iPERL ITRON	$203.00	I40ITRON
iPERLC	1" iPERL ITRON	$276.00	I50ITRON
iPERL Smart Electromagnetic Meter (Brass Residential & Fire Service)			
iPERLB	5/8" iPERL TR/PL	$180.00	I10TR
iPERLB	5/8" X 3/4" iPERL TR/PL	$184.00	I20TR
iPERLB	3/4" Short iPerl TR/PL	$184.00	I30TR
iPERLB	3/4" iPERL TR/PL	$200.00	I40TR
iPERLB	1" iPERL TR/PL	$260.00	I50TR
iPERLB	5/8"X3/4" iPERL TR/PL RECLAIM	$205.00	I20TRRC
iPERLB	1" iPERL TR/PL RECLAIM	$273.00	I50TRRC
iPERLB	5/8"X3/4" iPERL NICOR	$206.00	I20NICOR
iPERLB	3/4" SL iPERL 5' NICOR	$206.00	I30NICOR
iPERLB	3/4" L IPERL 5' NICOR	$236.00	I40NICOR
iPERLB	1" iPERL 5' NICOR	$283.00	I50NICOR
iPERLB	3/4" SL iPERL TR FIRESERVICE	$231.00	I30TRFS
iPERLB	3/4" L iPERL TR FIRE SERVICE	$242.00	I40TRFS
iPERLB	1" iPERL FIRESERVICE TR/PL	$300.00	I50TRFS
iPERLB	3/4" SL iPERL 5' NICOR FIRE	$254.00	I30NICORFS
iPERLB	3/4" IPERL FIRE 5' NICOR	$264.00	I40NICORFS
iPERLB	1" IPERL FIRE 5' NICOR	$322.00	I50NICORFS
iPERLB	3/4" SL iPERL ITRON	$207.00	I30ITRON
iPERLB	3/4" L iPERL ITRON	$223.00	I40ITRON
iPERLB	1" iPERL ITRON	$284.00	I50ITRON
OMNI R2 Residential Meter (Floating Ball Technology) W/Test Port			
OMNIR2T	1 1/2" OMNI R2 TRPL W/Test Port	$741.00	OMNIR11-2
OMNIR2T	2"OMNI R2 TRPL W/Test Port	$1,029.00	OMNIR2
OMNIR2T	2" OMNI R2 (10" LL) TRPL No Test Port	$998.00	OMNIR2SL
OMNIR2T	1 1/2" OMNI R2 RECLAIM W/Test Port	$760.00	OMNIR11-2RC
OMNIR2T	2"OMNI R2 RECLAIM W/Test Port	$1,054.00	OMNIR2RC
OMNIR2T	1 1/2 " OMNI R2 NICOR W/Test Port	$786.00	OMNIR11-2NICOR
OMNIR2T	2" OMNI R2 NICOR W/Test Port	$1,082.00	OMNIR2NICOR
OMNIR2T	1 1/2 " OMNI R2 NICOR RECLAIM W/Test Port	$811.00	NONSTOCK
OMNIR2T	2" OMNI R2 NICOR RECLAIM W/Test Port	$1,107.00	OMNIR2NICORRC
OMNIR2T	1 1/2 " OMNI R2 ITRON W/Test Port	$790.00	OMNIR11-2ITRON
OMNIR2T	2" OMNI R2 ITRON W/Test Port	$1,086.00	OMNIR2ITRON
OMNIR2T	1 1/2 " OMNI R2 ITRON RECLAIM W/Test Port	$815.00	OMNIR11-2ITRON
OMNIR2T	2" OMNI R2 ITRON RECLAIM W/Test Port	$1,111.00	OMNIR2ITRONRC
OMNIR2T	2" OMNI R2 SL ITRON RECLAIM	$1,047.00	OMNIR2SLITRONRC

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Product Line	Description	Customer Price	Product ID
OMNIR2T	1 1/2" OMNI R2 MMP	$636.00	OMNIR11-2MMP
OMNIR2T	2" OMNI R2 MMP	$677.00	OMNIR2MMP
OMNI R2 Residential Meter (Floating Ball Technology) No Test Port			
OMNIR2NTP	1 1/2" OMNI R2	$733.00	OMNIR11-2
OMNIR2NTP	2"OMNI R2	$1,021.00	OMNIR2
OMNIR2NTP	2" OMNI R2 (10" LL)	$998.00	OMNIR2SL
OMNIR2NTP	1 1/2" OMNI R2 RECLAIM	$753.00	OMNIR11-2RC
OMNIR2NTP	2"OMNI R2 RECLAIM	$1,046.00	OMNIR2RC
OMNIR2NTP	1 1/2 " OMNI R2 NICOR	$778.00	OMNIR11-2NICOR
OMNIR2NTP	2" OMNI R2 NICOR	$1,074.00	OMNIR2NICOR
OMNIR2NTP	1 1/2 " OMNI R2 NICOR RECLAIM	$804.00	NONSTOCK
OMNIR2NTP	2" OMNI R2 NICOR RECLAIM	$1,099.00	OMNIR2NICORRC
OMNIR2NTP	1 1/2 " OMNI R2 ITRON	$782.00	OMNIR11-2ITRON
OMNIR2NTP	2" OMNI R2 ITRON	$1,078.00	OMNIR2ITRON
OMNIR2NTP	1 1/2 " OMNI R2 ITRON RECLAIM	$808.00	OMNIR11-2ITRON
OMNIR2NTP	2" OMNI R2 ITRON RECLAIM	$1,103.00	OMNIR2ITRONRC
OMNIR2NTP	2" OMNI R2 SL ITRON RECLAIM	$1,047.00	OMNIR2SLITRONRC
OMNIR2NTP	1 1/2" OMNI R2 MMP TRPL	$636.00	OMNIR11-2MMP
OMNIR2NTP	2" OMNI R2 MMP TRPL	$677.00	OMNIR2MMP
OMNI T2 Turbo C&I Meter (Floating Ball Technology)			
OMNIT2	1 1/2" OMNI T2	$1,040.00	OMNIT11-2
OMNIT2	2" OMNI T2	$1,237.00	OMNIT2
OMNIT2	2" OMNI T2 SL	$1,181.00	OMNIT2SL
OMNIT2	3" OMNI T2	$1,544.00	OMNIT3
OMNIT2	4" OMNI T2	$3,000.00	OMNIT4
OMNIT2	6" OMNI T2	$5,402.00	OMNIT6
OMNIT2	8" OMNI T2	$10,084.00	OMNIT8
OMNIT2	10" OMNI T2	$13,147.00	OMNIT10
OMNIT2	2" OMNI T2 (COMPOUND LL)	$1,237.00	OMNIT2C2BODY
OMNIT2	3" OMNI T2 (COMPOUND LL)	$1,544.00	OMNIT3C2BODY
OMNIT2	4" OMNI T2 (COMPOUND LL)	$3,000.00	OMNIT4C2BODY
OMNIT2	6" OMNI T2 (COMPOUND LL)	$5,402.00	OMNIT6C2BODY
OMNIT2	1 1/2" OMNI T2 RECLAIM	$1,061.00	OMNIT11-2RC
OMNIT2	2" OMNI T2 RECLAIM	$1,258.00	OMNIT2RC
OMNIT2	2" OMNI T2 SL RECLAIM	$1,203.00	NONSTOCK
OMNIT2	3" OMNI T2 RECLAIM	$1,565.00	OMNIT3RC
OMNIT2	4" OMNI T2 RECLAIM	$3,022.00	OMNIT4RC
OMNIT2	6" OMNI T2 RECLAIM	$5,423.00	OMNIT6RC
OMNIT2	8" OMNI T2 RECLAIM	$10,106.00	NONSTOCK
OMNIT2	10" OMNI T2 RECLAIM	$13,169.00	NONSTOCK
OMNIT2	1 1/2" OMNI T2 NICOR	$1,078.00	OMNIT11-2NICOR
OMNIT2	2" OMNI T2 NICOR	$1,276.00	OMNIT2NICOR
OMNIT2	2" OMNI T2 SL NICOR	$1,220.00	NONSTOCK
OMNIT2	3" OMNI T2 NICOR	$1,582.00	OMNIT3NICOR
OMNIT2	4" OMNI T2 NICOR	$3,039.00	OMNIT4NICOR

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Product Line	Description	Customer Price	Product ID
OMNIT2	6" OMNI T2 NICOR	$5,441.00	OMNIT6NICOR
OMNIT2	8" OMNI T2 NICOR	$10,123.00	OMNIT8NICOR
OMNIT2	10" OMNI T2 NICOR	$13,186.00	OMNIT10NICOR
OMNIT2	1 1/2" OMNI T2 ITRON	$1,083.00	OMNIT11-2ITRON
OMNIT2	2" OMNI T2 ITRON	$1,280.00	OMNIT2ITRON
OMNIT2	2" OMNI T2 SL ITRON	$1,224.00	NONSTOCK
OMNIT2	3" OMNI T2 ITRON	$1,587.00	OMNIT3ITRON
OMNIT2	4" OMNI T2 ITRON	$3,044.00	OMNIT4ITRON
OMNIT2	6" OMNI T2 ITRON	$5,445.00	OMNIT6ITRON
OMNIT2	8" OMNI T2 ITRON	$10,127.00	OMNIT8ITRON
OMNIT2	10" OMNI T2 ITRON	$13,191.00	OMNIT10ITRON
OMNIT2	1 1/2" OMNI T2 ITRON RECLAIM	$1,104.00	OMNIT11-2ITRONRC
OMNIT2	2" OMNI T2 ITRON RECLAIM	$1,302.00	OMNIT2ITRONRC
OMNIT2	3" OMNI T2 ITRON RECLAIM	$1,609.00	OMNIT3ITRONRC
OMNIT2	4" OMNI T2 ITRON RECLAIM	$3,065.00	OMNIT4ITRONRC
OMNIT2	1 1/2" OMNI T2 MMP TRPL	$734.00	OMNIT11-2MMP
OMNIT2	2" OMNI T2 MMP TRPL	$756.00	OMNIT2MMP
OMNIT2	3" OMNI T2 MMP TRPL	$1,089.00	OMNIT3MMP
OMNIT2	4" OMNI T2 MMP TRPL	$1,111.00	OMNIT4MMP
OMNIT2	6" OMNI T2 MMP TRPL	$2,064.00	OMNIT6MMP
OMNIT2	8" OMNI T2 MMP TRPL	$3,070.00	OMNIT8MMP
OMNIT2	10" OMNI T2 MMP TRPL	$3,070.00	OMNIT10MMP
OMNIT2	1 1/2" OMNI T2 MMP ITRON	$777.00	OMNIT11-2MMPITRON
OMNIT2	2" OMNI T2 MMP ITRON	$799.00	OMNIT2MMPITRON
OMNIT2	3" OMNI T2 MMP ITRON	$1,133.00	OMNIT3MMPITRON
OMNIT2	4" OMNI T2 MMP ITRON	$1,154.00	OMNIT4MMPITRON
OMNIT2	6" OMNI T2 MMP ITRON	$2,107.00	OMNIT6MMPITRON
OMNIT2	8" OMNI T2 MMP ITRON	$3,113.00	OMNIT8MMPITRON
OMNIT2	10" OMNI T2 MMP ITRON	$3,113.00	OMNIT10MMPITRON
OMNI C2 Compound C&I Meter (Floating Ball Technology)			
OMNIC2	1 1/2" OMNI C2	$1,439.00	OMNIC11-2
OMNIC2	2" OMNI C2	$1,659.00	OMNIC2
OMNIC2	3" OMNI C2	$2,104.00	OMNIC3
OMNIC2	4" OMNI C2	$3,654.00	OMNIC4
OMNIC2	6" OMNI C2	$6,311.00	OMNIC6
OMNIC2	8" OMNI C2	$11,311.00	OMNIC8
OMNIC2	10" OMNI C2	$14,616.00	OMNIC10
OMNIC2	2" OMNI C2 TURBO LL	$1,659.00	OMNIC2T2BODY
OMNIC2	3" OMNI C2 TURBO LL	$2,101.00	OMNIC3T2BODY
OMNIC2	4" OMNI C2 TURBO LL	$3,650.00	OMNIC4T2BODY
OMNIC2	6" OMNI C2 TURBO LL	$6,304.00	OMNIC6T2BODY
OMNIC2	1 1/2" OMNI C2 RECLAIM	$1,460.00	OMNIC11-2RC
OMNIC2	2" OMNI C2 RECLAIM	$1,679.00	OMNIC2RC
OMNIC2	3" OMNI C2 RECLAIM	$2,124.00	OMNIC3RC
OMNIC2	4" OMNI C2 RECLAIM	$3,674.00	OMNIC4RC

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OMNIC2	6" OMNI C2 RECLAIM	$6,332.00	OMNIC6RC
OMNIC2	8" OMNI C2 RECLAIM	$11,332.00	OMNIC8RC
OMNIC2	10" OMNI C2 RECLAIM	$14,637.00	OMNIC10RC
OMNIC2	1 1/2" OMNI C2 NICOR	$1,476.00	OMNIC11-2NICOR
OMNIC2	2" OMNI C2 NICOR	$1,696.00	OMNIC2NICOR
OMNIC2	3" OMNI C2 NICOR	$2,141.00	OMNIC3NICOR
OMNIC2	4" OMNI C2 NICOR	$3,691.00	OMNIC4NICOR
OMNIC2	6" OMNI C2 NICOR	$6,348.00	OMNIC6NICOR
OMNIC2	8" OMNI C2 NICOR	$11,348.00	OMNIC8NICOR
OMNIC2	10" OMNI C2 NICOR	$14,653.00	OMNIC10NICOR
OMNIC2	1 1/2" OMNI C2 ITRON	$1,480.00	OMNIC11-2ITRON
OMNIC2	2" OMNI C2 ITRON	$1,700.00	OMNIC2ITRON
OMNIC2	3" OMNI C2 ITRON	$2,145.00	OMNIC3ITRON
OMNIC2	4" OMNI C2 ITRON	$3,695.00	OMNIC4ITRON
OMNIC2	6" OMNI C2 ITRON	$6,352.00	OMNIC6ITRON
OMNIC2	8" OMNI C2 ITRON	$11,353.00	OMNIC8ITRON
OMNIC2	10" OMNI C2 ITRON	$14,657.00	OMNIC10ITRON
OMNIC2	1 1/2" OMNI C2 MMP	$1,018.00	OMNIC11-2MMP
OMNIC2	2" OMNI C2 MMP	$1,038.00	OMNIC2MMP
OMNIC2	3" OMNI C2 MMP	$1,487.00	OMNIC3MMP
OMNIC2	4" OMNI C2 MMP	$1,508.00	OMNIC4MMP
OMNIC2	6" OMNI C2 MMP	$2,890.00	OMNIC6MMP
OMNIC2	8" OMNI C2 MMP	$3,548.00	OMNIC8MMP
OMNIC2	10" OMNI C2 MMP	$3,548.00	OMNIC10MMP
OMNIC2	1 1/2" OMNI C2 MMP ITRON	$1,058.00	OMNIC11-2MMPITRON
OMNIC2	2" OMNI C2 MMP ITRON	$1,079.00	OMNIC2MMPITRON
OMNIC2	3" OMNI C2 MMP ITRON	$1,528.00	OMNIC3MMPITRON
OMNIC2	4" OMNI C2 MMP ITRON	$1,548.00	OMNIC4MMPITRON
OMNIC2	6" OMNI C2 MMP ITRON	$2,931.00	OMNIC6MMPITRON
OMNIC2	8" OMNI C2 MMP ITRON	$3,589.00	OMNIC8MMPITRON
OMNIC2	10" OMNI C2 MMP ITRON	$3,589.00	NONSTOCK
OMNI F2 Compound C&I Meter (Floating Ball Technology)			
OMNIF2	4" OMNI F2 TR/PL	$8,425.00	OMNIF4
OMNIF2	6" OMNI F2 TR/PL	$11,229.00	OMNIF6
OMNIF2	8" OMNI F2 TR/PL	$17,794.00	OMNIF8
OMNIF2	10" OMNI F2 TR/PL	$24,011.00	OMNIF10
OMNIF2	4" OMNI F2 ITRON	$8,467.00	OMNIF4ITRON
OMNIF2	6" OMNI F2 ITRON	$11,272.00	OMNIF6ITRON
OMNIF2	8" OMNI F2 ITRON	$17,836.00	OMNIF8ITRON
OMNIF2	10" OMNI F2 ITRON	$24,054.00	OMNIF10ITRON
OMNIF2	4" OMNI F2 MMP	$1,619.00	OMNIF-M4MMP
OMNIF2	6" OMNI F2 MMP	$3,109.00	OMNIF-M6MMP
OMNIF2	8" OMNI F2 MMP	$3,567.00	OMNIF-M8MMP
OMNIF2	10" OMNI F2 MMP	$3,567.00	OMNIF-M10MMP
OMNIF2	1.5" For SR Meter Replacement	$2,262.00	NONSTOCK

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Product Line	Description	Customer Price	Product ID
OMNIF2	2" For SR Meter Replacement	$2,389.00	NONSTOCK
OMNIF2	1.5" For Turbine Meter Replacement	$1,774.00	NONSTOCK
OMNIF2	2" For Turbine Meter Replacement	$1,902.00	NONSTOCK
OMNI H2 Hydrant Meter (Floating Ball Technology)			
OMNIH2	3" OMNI H2 (STD CPL) 20' TR/PL	$1,975.00	OMNIH3
OMNIH2	3" OMNI H2 (STD CPL) 20' TR/PL RECLAIM	$1,999.00	OMNIH3
OMNIH2	3" OMNI H2 (STD CPL) 25' NICOR	$2,017.00	OMNIH3NICOR
OMNIH2	3" OMNI H2 (STD CPL) 25' NICOR RECLAIM	$2,041.00	OMNIH3NICORRC
OMNIH2	3" OMNI H2 MMP TR/PL	$1,186.00	OMNIH3MMP
OMNIH2	3" OMNI H2 MMP NICOR	$1,228.00	OMNIH3MMPNICOR
OMNIH2	OMNI H2 SUPPORT BRACKET (ADD-ON)	$470.00	OMNIH3SUPPORT
SRII Positive Displacement Water Meter with Electronic Register+			
SRII	5/8" SRII TR/PL	$157.00	S102TR
SRII	5/8" X 3/4" SRII TR/PL	$157.00	S202TR
SRII	3/4" SL SRII TR/PL	$193.00	S302TR
SRII	3/4" SRII TR/PL	$193.00	S402TR
SRII	1" SRII TR/PL	$262.00	S502TR
SRII	3/4" SL SRII TR/PL RECLAIM	$208.00	NONSTOCK
SRII	3/4" SRII TR/PL RECLAIM	$208.00	S402TRRC
SRII	1" SRII TR/PL RECLAIM	$278.00	S502TRRC
SRII	5/8" X 3/4" SRII NICOR	$173.00	S202NICOR
SRII	3/4" SL SRII NICOR	$209.00	S302NICOR
SRII	3/4" SRII NICOR	$209.00	S402NICOR
SRII	1" SRII NICOR	$278.00	S502NICOR
SRII	5/8 X 3/4" SRII ITRON	$181.00	S202ITRON
SRII	3/4" SL SRII ITRON	$216.00	S302ITRON
SRII	3/4" SRII ITRON	$216.00	S402ITRON
SRII	1" SRII ITRON	$286.00	S502ITRON
SRII	5/8" SRII MEASURING CHAMBER	$38.00	S202MC
SRII	3/4" SRII MEASURING CHAMBER	$68.00	S302MC
SRII	1" SRII MEASURING CHAMBER	$100.00	S502MC
Sensus Residential and C&I Meter Registers			
REGISTER	5/8" E-Register+	$84.00	S202RTR
REGISTER	3/4" E-Register+	$84.00	S302RTR
REGISTER	1" E-Register+	$84.00	S502RTR
REGISTER	5/8" E-Register+ Nicor	$93.00	S202RNICOR
REGISTER	3/4" E-Register+ Nicor	$93.00	S302RNICOR
REGISTER	1" E-Register+ Nicor	$93.00	S502RNICOR
REGISTER	5/8" E-Register+ Itron	$102.00	S202RITRON
REGISTER	3/4" E-Register+ Itron	$102.00	S302RITRON
REGISTER	1" E-Register+ Itron	$102.00	S502RITRON
REGISTER	OMNI+ R2 REGISTER	$449.00	OMNIRRTR2

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REGISTER	OMNI+ R2 REGISTER RECLAIM	$475.00	OMNIRTCTP2RC
REGISTER	OMNI+ T2/C2/F2 REGISTER	$475.00	OMNI(C/T/F)RTR(Size)
REGISTER	OMNI+ H2 REGISTER	$547.00	OMNIHRTR
REGISTER	OMNI+ T2/C2 RECLAIM REGISTER	$498.00	NONSTOCK
REGISTER	OMNI+ T2/C2/F2 REGISTER NICOR	$516.00	OMNI(C/T/F)RNICOR
REGISTER	OMNI+ T2/C2/F2 REGISTER ITRON	$521.00	OMNI(C/T/F)RITRON
Sensus FlexNet Radio Transmitters			
SMARTPOINT	520M Single Port T/C	$174.00	MXU520MSP
SMARTPOINT	520M Dual Port T/C	$252.00	MXU520MDP
SMARTPOINT	510M Single Port	$173.00	MXU510MSP
SMARTPOINT	512M Single Port Wired PLS	$170.00	MXU512MSPWIRED
SMARTPOINT	522M Dual Port(TC Port & Itron Port)	$196.00	MXU522MSPTRPL
Miscellaneous Electronic Devices & Batteries			
MISC	KEMP MEEK VL9 MDU	$156.00	MDU
MISC	COMMAND LINK II	$988.00	COMMANDLINK
MISC	COMMAND LINK WALL MOUNT CHARGER	$149.00	COMMANDLINKWALL
MISC	COMMANDLINK CAR CHARGER	$164.00	NONSTOCK
MISC	MICRO TRANSCEIVER USB	$414.00	MICROTRANSCEIVE
MISC	FL 7501-GB HANDHELD W/GPS	$9,635.00	FL6501GB
MISC	FL 7502-GB RF HANDHELD W/GPS	$13,247.00	FL6502GB
MISC	FL6001 ETHERNET DOCK	$1,062.00	FL6001
MISC	FL6500 LI-ION BATTERY PACK	$393.00	FL6500BATTERY
MISC	FIELD LOGIC COMMUNICATOR TOOL	$318.00	OMNITOOL
MISC	AG 6590 AUTO GUN RF	$2,009.00	AG6590
MISC	AG 6590 AUTOGUN EXT 90 DEGREES	$404.00	AG6590EXT
MISC	4090 Autogun Sensor	$196.00	AR4090SENSOR
MISC	TouchReader Plus Visual Display (3096)	$617.00	3096MR
MISC	Juniper Cedar CT8X2 Ruggedized Tablet	$2,000.00	CEDARTABLET
MISC	SENSUS DRIVE SOCKET	$26.00	SDS
Residential Meter Couplings			
COUPLING	3/4" Brass Coupling & Washer	$31.00	CPL
COUPLING	1" Brass Coupling & Washer	$39.00	CPL1
Meter Flanges and Flange Kits			
FLANGE	1.5" Flange	$51.00	FLG11-2
FLANGE	1.5" Flange Kit (W/Gasket)	$56.00	FLG11-2KIT
FLANGE	2" Flange	$59.00	FLG2
FLANGE	2" Flange Kit (W/Gasket)	$64.00	FLG2KIT
Meter Gaskets, Seals and O-Rings			
GASKET	3/4" Gasket	$1.00	GASR3-4B
GASKET	1" Gasket	$2.00	GASR1B
GASKET	1 1/2" Drop In Flange Gasket	$3.00	GAS11-2
GASKET	2" Drop In Flange Gasket	$4.00	GAS2

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GASKET	1.5 - 2" OMNI CHAMBER SEAL GASKET	$9.00	OMNI2ILL15
GASKET	3 - 4" OMNI CHAMBER SEAL GASKET	$11.00	OMNI4ILL15
GASKET	6" OMNI CHAMBER SEAL GASKET	$14.00	OMNI6ILL15
GASKET	8 " OMNI CHAMBER SEAL GASKET	$13.00	OMNI8ILL15
GASKET	1.5 - 2" OMNI CHAMBER COVER O-RING	$10.00	OMNI2ILL12
GASKET	3 - 4" OMNI CHAMBER COVER O-RING	$12.00	OMNI4ILL12
GASKET	6" OMNI CHAMBER COVER O-RING	$13.00	OMNI6ILL12
GASKET	8 - 10" OMNI CHAMBER COVER GASKET	$14.00	OMNI10ILL12
AMI/AMR Parts and Cable Assemblies			
PARTS	520M HOUSING COMPLETE (85M)	$46.00	MXU520MILL85M
PARTS	MXU PIT LID HOUSING ASSY (85B)	$32.00	MXU520MILL85B
PARTS	520M TRPL ADAPTER (85C)	$1.00	MXU520MILL85C
PARTS	520M BOOT (85D)	$6.00	MXU520MILL85D
PARTS	520M PIT LOCKING NUT (85E)	$7.00	MXU520MILL85E
PARTS	520M BOOT LOCKING CLIP (85F)	$3.00	MXU520MILL85E
PARTS	520M ISO SLEEVE (85G)	$2.00	MXU520MILL85G
PARTS	TR/PL HOUSING ASSY-R	$3.00	NONSTOCK
PARTS	TR/PL HOUSING ASSY-S	$25.00	TR/PLH
PARTS	TR/PL SENSOR W/6' WIRE, IPERL 2-WIRE	$30.00	ITP6
PARTS	TR/PL SENSOR W/6' WIRE	$41.00	TP6
PARTS	SENSOR ASSY NICOR TO TR/PL 18"	$38.00	TPNICOR18
PARTS	SENSOR ASSY ITRON TO TR/PL 1'	$38.00	NONSTOCK
PARTS	SENSOR ASSY NICOR TO TR/PL 5'	$50.00	TPNICOR
PARTS	SENSOR ASSY ITRON TO TR/PL 5'	$50.00	TPITRON
PARTS	TAMPER RESISTANT SCREW	$2.00	TPS
PARTS	4" OMNI T2/C2 STRAINER SCREEN	$88.00	NONSTOCK
PARTS	OMNI H2 COUPLING SWIVEL	$316.00	OMNIH2ILL31
PARTS	6' TR/PL CABLE (3-WIRE) EHAT	$76.00	NONSTOCK
PARTS	20' TR/PL CABLE (3-WIRE) EHAT	$82.00	NONSTOCK
PARTS	50' TR/PL CABLE (3-WIRE) EHAT	$97.00	NONSTOCK
PARTS	100' TR/PL CABLE (3-WIRE) EHAT	$120.00	NONSTOCK
PARTS	ITRON CONNECTOR WITH 25' CABLE	$134.00	OMNICABLEITRON25
PARTS	5' NICOR AMR CABLE (MAKE CONNECTOR) EHAT	$94.00	NONSTOCK
PARTS	20' NICOR AMR CABLE (MALE	$124.00	NONSTOCK
PARTS	20' TR/PL CABLE (3-WIRE) & 20' PULSE CABLE EHAT	$107.00	NONSTOCK
PARTS	50' TR/PL CABLE (3-WIRE) & 20' PULSE CABLE EHAT	$121.00	NONSTOCK
PARTS	ITRON CONNECTOR WITH 25' CABLE & 20' PULSE CABLE EHAT	$158.00	NONSTOCK

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Product Line	Description	Customer Price	Product ID
PARTS	20' NICOR AMR CABLE (MALE CONNECTOR) & 20' PULSE CABLE EHAT	$149.00	NONSTOCK
PARTS	5' NICOR AMR CABLE (MALE CONNECTOR) & 20' PULSE CABLE EHAT	$118.00	NONSTOCK
PARTS	ITRON CONNECTOR WITH 5' CABLE EHAT	$104.00	NONSTOCK
PARTS	50' NICOR AMR CABLE (MALE CONNECTOR) EHAT	$155.00	NONSTOCK
PARTS	18" NICOR CABLE EHAT	$91.00	NONSTOCK
PARTS	6' TR/PL CABLE (3-WIRE) & 20' PULSE CABLE EHAT	$101.00	NONSTOCK
PARTS	100' TR/PL CABLE (3-WIRE) & 20' PULSE CABLE EHAT	$144.00	NONSTOCK
PARTS	50' NICOR AMR CABLE (MALE CONNECTOR) & 20' PULSE CABLE EHAT	$179.00	NONSTOCK
PARTS	ITRON CONNECTOR WITH 5' CABLE & 20' PULSE CABLE EHAT	$129.00	NONSTOCK
PARTS	18" FML CABLE EHAT	$125.00	NONSTOCK
Wire and Accessories			
WIRE	1000 Foot Roll	$262.47	WIRE
WIRE	Per Foot	$0.37	NONSTOCK

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EXHIBIT C – CONTRACTOR'S GENERAL TERMS OF SALE

1. GENERAL TERMS OF SALE

1.1. Aqua-Metric will coordinate and furnish all product(s) and material(s) identified within this Agreement or an applicable City purchase order.

1.2. PRODUCT CONFIGURATION. The Parties shall complete all product specification and configurations prior to order entry. Aqua-Metric shall work with the City to setup configuration profiles for each product type. The City shall be responsible for ensuring the specifications and configurations meet the standards and expectations of the City. The City acknowledges material delivery times will begin from the date of Aqua-Metric's purchase order to its supplier concluding completion of all product configuration profiles.

1.3. SHIPMENTS. All products delivery times will be subject to manufacturer availability and production lead times. Aqua-Metric or its suppliers will ship all products on prepaid ground transportation. Expedited shipments, such as next day or second day, may be requested, subject to availability and at the City's expense. All applicable shipping and handling charges will be included within Aqua-Metric's invoice to the City. Aqua-Metric does not guarantee and therefore will not be liable for any delays in shipment. Aqua-Metric shall ship oversized product(s) or bulk orders on standard Less-Than-Truckload ("LTL") freight carriers when applicable. The City will be required to provide the necessary equipment (i.e. loading dock, fork lift, pallet jack, etc.) to unload the shipment upon arrival. If the City does not have access to unloading equipment, the City must inform Aqua-Metric before shipment. The City will be responsible for any additional cost(s) or fee(s) incurred for special handling requirements.

1.4. FREIGHT ALLOWANCE. Delivery shall be FOB Destination Freight Prepaid and Added for Sensus product orders less than $80,000. Aqua-Metric will deliver material(s) furnished under this Agreement by the most expeditious shipping method required to fulfill the order. Freight allowance is only applicable to single orders shipped complete and excludes priority or express shipping. Partial shipments must be specified in writing at the time of order placement. Aqua-Metric reserves the right to refuse freight allowance and/or invoice freight costs, in whole or in part.

1.5. INSPECTION AND ACCEPTANCE. The City shall inspect and/or test all materials within ten (10) business days from the date of delivery and immediately notify Aqua-Metric of any discrepancies. If no notice is provided within the 10-day period, Aqua-Metric will assume the material(s) have passed inspection and will invoice the City for the materials delivered.

1.6. RISK OF LOSS. Unless otherwise agreed, the City will have title to, and risk of loss of, all materials upon delivery to the project site, including material(s) stored on the City property, which are intended to become a part of the Work. In the event of Aqua-Metric's breach of contract and the City has paid Aqua-Metric for all or a portion of the materials which remains in the possession of Aqua-Metric, then the City shall have title to, and the right to take possession of, such materials at any time following payment thereof. Notwithstanding, Aqua-Metric will be liable for any loss or damage to the materials in its possession and caused by Aqua-Metric or its subcontractors.

1.7. LOSS OR DAMAGE CLAIMS. The Customer is responsible for reporting lost or damaged deliverables as a result of improper packaging and/or handling to Aqua-Metric within ten (10) days. Claims made more than ten (10) days after the product has been delivered to the City facilities shall be void. Damaged product(s) will be returned to Aqua-Metric for inspection. Aqua-Metric reserves the right to repair or replace product(s) damaged in shipment.

1.8. PRODUCT RETURNS. No product(s) may be returned for refund without the prior written authorization of Aqua-Metric. Aqua-Metric reserves the right to refund the cost of deliverables less a restocking fee and/or shipping and handling charges upon receipt of return product. Refunds will be processed and issued within thirty (30) days from the receipt of the returned product(s). Authorized return

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shipments must be returned within six (6) months of the delivery date, in "like-new" condition to Aqua-Metric's designated receiving point, must be shipped in original or suitable packaging, must be accompanied by a packing slip, including Aqua-Metric's return authorization number, and must have transportation charges prepaid. All returned product(s) will be inspected upon delivery for any indication of use or damage. The City will be responsible for returning the product(s) to Aqua-Metric's designated distribution warehouse and any cost(s) incurred to repackage and/or shipping carrier fees. The City will be responsible for any damages incurred during shipment. Aqua-Metric reserves the right to refuse product(s) which have been installed, used, or otherwise returned in any condition other than new. Aqua-Metric reserves the right to deduct an adequate service charge to cover all inspection, testing and handling from any refund.

1.9. RESTOCKING FEE. Return products shall be subject to a twenty-five percent (25%) restocking fee. Special order product(s), including but not limited to meter reading equipment, infrastructure, ActPaks, or any product(s) requiring a unique or custom build configuration, shall be subject to a fifty percent (50%) restocking fee. Custom built products including but not limited to product(s) affixed with customer serial numbers, branding or other unique identifying mark(s) or label(s) (e.g. electric meters, meters or meter box lids with the City name or logo, etc.), or equipment returned beyond six months of purchase are ineligible for return.

1.10. CANCELLATIONS. The Parties acknowledge the quantities outlined within Exhibit A hereto have been approximated based upon the data provided by the City. Final quantities shall be determined and reflected in a Change Order in accordance with the Agreement. Either Party may cancel all, or a portion thereof, product(s) which 1) have not shipped to the City's designated receiving location and 2) upon providing the non-cancelling Party five (5) business days' written notice.

1.11. MISCELLANEOUS FEES.

1.11.1. Any other fee schedule for material(s) or service(s) not outlined herein will be invoiced upon consumption or as reasonably appropriate for such material or service rendered.

August 19, 2025

Agenda Item 1.M

RECOMMENDATION

Staff recommends that the Mayor appoint, and the City Council approve through adoption of a resolution, the appointments of ten youth Commissioners to the Youth Advisory Commission (YAC), as recommended by the interview and selection panel, pursuant to the YAC Bylaws.

EXECUTIVE SUMMARY

On March 19, 2024, the City Council amended the Council Policy Establishing a Selection Process for Appointments to City Advisory Bodies (see Attachment A) through Resolution 2024-042 (Appointment Policy). Section D of the Appointment Policy defines the selection process, which requires the full City Council, in open session at a regular or special meeting, review applications, interview applicants, and make informal recommendations of specific candidates for the Mayor to consider as proposed appointees.

On October 1, 2024, Mayor Young proposed, and the City Council body approved, that the Appointment Policy process be suspended for the vacancies on the Youth Advisory Commission (YAC) and that, instead of the Appointment Policy process, the candidates for the vacancies on the YAC be interviewed through the process outlined in the YAC Bylaws.

The bylaws of the Youth Advisory Commission set the minimum number of youths appointed Commissioners at eight, with a maximum limit at fourteen. A selection panel was established and made recommendations for ten youth to be appointed to fill the existing youth vacancies on the Youth Advisory Commission.

BACKGROUND AND LEGISLATIVE HISTORY

The City Council's current selection process for appointment to Council boards, commissions, or committees is set forth in the Appointment Policy approved through Resolution 2024-042. The selection process is initiated through the preparation of the appointment list by the City Clerk on or before December 31 of each year. The list contains the list of appointees and terms for each board, commission, and committee whose members serve at the pleasure of the City Council. When a vacancy occurs, a special notice is posted within twenty (20) days of the vacancy. Specific terms apply to vacancies with less than six months remaining and when filled by an emergency appointment. The Appointment Policy also restricts appointment of an individual already serving on a City of Tracy board, committee, or commission from serving on an additional City of Tracy board, committee, or commission concurrently. In addition, individuals selected to a City of Tracy board, committee, or commission must meet residency requirements contained in the policy.

The City Council has established various boards and commissions over the years, and many of those bodies have adopted bylaws. The bylaws outline the processes for interviewing and recommending candidates to fill vacancies on the respective bodies. These processes now conflict with the recently adopted Appointment Policy. As the Appointment Policy most accurately reflects the State law applicable to general law cities, it would supersede any conflicting bylaws. However, the City Council always retains the discretion to approve an

alternative process (as long as it is otherwise consistent with State law) that may be proposed by the Mayor, who retains the sole power to appoint (subject to the approval of the Council body) to the City's boards and commissions. On October 1, 2024, the Mayor, and the Council body, approved that the Appointment Policy be suspended and for the youth to be interviewed following the process outlined in the YAC bylaws.

The Youth Advisory Commission (YAC) was established by City Council in 1998 with the purpose of providing youth with an opportunity to make a positive impact in their communities and advising the City Council, Parks and Community Services Commission and staff on matters relating to the welfare of youth in Tracy.

The bylaws are crafted to include two youth representatives from each of the four comprehensive high schools in the area (Kimball, Millennium, Tracy, and West) and the four alternative education high schools (Delta Charter, Duncan-Russell Community Day School, Willow Community Day School, and Stein Continuation). The selection process for the Youth Advisory Commission is to have a diverse group of teens that reflect each of the Tracy area high schools, and who wish to have a voice in their community and be involved in the Commission. Currently the Commission has ten youth vacancies.

The bylaws of the Youth Advisory Commission call for a selection panel to review new applications and make recommendations for appointment to the City Council. Recruitment for the youth Commissioners began in December 2024, with a deadline of April 18, 2025.

ANALYSIS

This year's interview panel consisted of Parks and Community Services Commissioner Scott Arbogast, Adult Youth Advisory Commissioner Beatrice Amezquita-Javier, and Recreation Coordinator Amanda Jensen.

The panel conducted interviews with forty students over four days, beginning on Monday, May 12th through Thursday, May 15th. Each candidate was rated on a scale of zero to fifty, as well as evaluations based on their school affiliation. In accordance with Resolution No. 2011-120, the bylaws then call for the selection panel to make their recommendation to the City Council to be considered annually in June or throughout the year to fill vacant positions when they become available.

The selection panel recommends the following two youth for one-year terms, August 19, 2025, to July 31, 2026: Baktash Azizi from West High and Sarem Girmai from Kimball High; and the following eight youth for two-year terms, August 19, 2025, to July 31, 2027, True Drumgoole from Connecting Waters, Aanshi Parekh and Navnoor Kaur from Millennium High, Nayomi Shih, Khoa Nguyen, and Bahaar Rahim from Tracy High, Karen Farah from Kimball High and Aarav Guar from West High.

FISCAL IMPACT

The Youth Advisory Commission is funded in the Parks, Recreation and Community Services Department General Fund budget.

PUBLIC OUTREACH/INTEREST

The City recruits new Commissioners on an ongoing basis to fill any vacancies created by outgoing Commissioners. Marketing efforts include City website, social media, outreach to the various high schools, emails to the various community service clubs in the Tracy community, and any interest cards that have been completed with the City Clerk.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the Mayor appoint, and the City Council approve through adoption of a resolution, the appointments of ten youth Commissioners to the Youth Advisory Commission (YAC), as recommended by the interview and selection panel pursuant to the YAC Bylaws.

Prepared By: Amanda Jensen, Recreation Program Coordinator

Reviewed By: Lauren Repetto, Recreation Services Supervisor
Jolene Jauregui, Recreation Services Manager
Brian MacDonald, Director of Parks, Recreation and Community Services
Sara Castro, Director of Finance
L. David Nefouse, City Attorney
Arturo Sanchez, Assistant City Manager

Approved By: Midori Lichtwardt, City Manager

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING THE APPOINTMENT OF TEN YOUTH COMMISSIONERS TO THE YOUTH ADVISORY COMMISSION (YAC), AS RECOMMENDED BY THE INTERVIEW AND SELECTION PANEL PURSUANT TO THE YAC BYLAWS

WHEREAS, on March 19, 2024, the City Council amended the *Council Policy Establishing a Selection Process for Appointments to City Advisory Bodies* through Resolution 2024-042 (Appointment Policy); and

WHEREAS, Section D of the Appointment Policy defines the selection process, which requires the full City Council, in open session at a regular or special meeting, review applications, interview applicants, and make informal recommendations of specific candidates for the Mayor to consider as proposed appointees; and

WHEREAS, The City Council has established various boards and commissions over the years, and many of those bodies have adopted bylaws outline the processes for interviewing and recommending candidates to fill vacancies on the respective bodies; and

WHEREAS, These processes in the bylaws now conflict with the recently adopted Appointment Policy; and

WHEREAS, As the Appointment Policy most accurately reflects the State law applicable to general law cities, it would supersede any conflicting bylaws; and

WHEREAS, The City Council retains the discretion to approve an alternative process (as long as it is otherwise consistent with State law) that may be proposed by the Mayor, who retains the sole power to appoint (subject to the approval of the Council body) to the City's boards and commissions; and

WHEREAS, On October 1, 2024, Mayor Young and the City Council body approved, that the appointment process be suspended for the vacancies on the YAC and that, instead of the Appointment Policy process, the candidates for the vacancies on the YAC be interviewed through the process outline in the YAC Bylaws.

WHEREAS, the bylaws of the City of Tracy's Youth Advisory Commission (YAC) call for a minimum of eight to a maximum of fourteen youth Commissioners and a maximum of three adult Commissioners that may sit on the Commission, and

WHEREAS, the eligibility criteria and selection process of YAC Commissioners are established in accordance with Resolution No. 2011-120, and

WHEREAS, the City recruits new Commissioners on an ongoing basis to replace the outgoing Commissioners and existing vacancies, and has established a selection panel to recommend appointees to City Council; and

WHEREAS, the selection panel recommends the following two youth for one-year terms, August 19, 2025, to July 31, 2026: Baktash Azizi from West High and Sarem Girmai from Kimball High; and the following eight youth for two-year terms, August 19, 2025, to July 31, 2027, True Drumgoole from Connecting Waters, Aanshi Parekh and Navnoor Kaur from Millennium High, Nayomi Shih, Khoa Nguyen and Bahaar Rahim from Tracy High, Karen Farah from Kimball High and Aarav Guar from West High.; and now therefore, be it

RESOLVED, That the City Council of the City of Tracy hereby approves the appointment of the ten youth to the Youth Advisory Commission recommended by the selection panel as identified above, and for all recommended terms.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 19th day of August 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

August 19, 2025

Agenda Item 1.N

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving the execution of a General Services Agreement with Pioneer Americas LLC for the supply and delivery of chemicals necessary for the treatment and disinfection of water and wastewater with a not-to-exceed total amount of $2,100,000 for a retroactive term beginning March 1, 2025, and ending on December 31, 2025.

EXECUTIVE SUMMARY

This item requests that City Council adopt a resolution approving the execution of a General Service Agreement (GSA) with Pioneer Americas LLC for supply and delivery of chemicals to the Water and Wastewater Treatment Plants. The previous GSA for this service expired on February 28, 2025, while staff were conducting annual term and fee negotiations with the vendor for the prior GSA administrative extension. A new GSA is needed to procure the necessary chemicals to keep the water and wastewater operations functioning. Staff is asking for the term to begin retroactively on March 1, 2025, for a nine-month term ending on December 31, 2025, with a not-to-exceed total amount of $2,100,000, accounted for in the Water (Fund 511) and Wastewater (Fund 521) operations and maintenance budgets.

BACKGROUND AND LEGISLATIVE HISTORY

The City of Tracy uses bulk chemicals for the disinfection and treatment of water and wastewater, which requires delivery of these chemicals to the water and wastewater treatment plants, water production wells, and water reservoirs, in an environmentally safe manner as applicable per local, State, and Federal standards. Most chemical supply firms specialize in and deliver only certain types of chemicals; therefore, the City must purchase these chemicals from multiple vendors.

On February 23, 2023, the City followed purchasing protocols and issued a Request for Proposals (RFP) for the Delivery of Chemicals 2023-2025. On March 13, 2023, after reviewing all proposals, staff determined that six (6) vendors had the skills, experience, and certification required to provide the required chemical supplies and delivery. The six (6) selected and approved vendors by Council resolution were:

Vendors name	Resolution No.	Agreement Term End	Annual NTE Amount
Hasa, Inc	2023-160	06-30-25	$ 100,000
Polydyne, Inc.	2023-158	06-30-25	$ 1,500,000
Hill Brothers Chemical Company	2023-157	02-28-25	$ 250,000
Pioneer Americas, LLC	2023-159	02-28-25	$ 2,500,000
Sterling Water Technologies, LLC	2023-161	02-28-25	$ 210,000
Thatcher Company of California, Inc.	2023-162	02-28-25	$ 1,500,000

On May 6, 2025, the City Manager, pursuant to Resolutions No. 2023-158 and 2023-160, authorized term extensions through December 31, 2025, for two vendors—Hasa, Inc. and Polydyne, Inc.—whose existing contracts were set to expire on June 30, 2025.

Additionally, the City Manager approved new contracts with three vendors—Hill Brothers Chemical Company, Sterling Water Technologies, LLC, and Thatcher Company of California, Inc.—with retroactive start dates of March 1, 2025, and end dates of July 15, 2025. These approvals were made in accordance with Tracy Municipal Code Section 2.20.090(c), which permits emergency procurement when necessary to maintain essential services.

On July 1, 2025, this item was agendized for City Council ratification of the City Manager's emergency approvals and approval of amendments to the agreements with the three vendors, both by resolution. The amendments extend the term of each agreement through December 31, 2025, and establish not-to-exceed (NTE) amounts as follows:

Vendor	GSA Amendment	Revised GSA NTE Amount
Hill Brothers Chemical Company	12-31-2025	$210,000
Sterling Water Technologies, LLC	12-31-2025	$210,000
Thatcher Company of California, Inc.	12-31-2025	$1,250,000

However, due to complications related to signatory authority, the GSA with Pioneer Americas, LLC, the sixth vendor, was not able to be presented to the City Council for approval at that time. Staff informed that they would be requesting the final approval for Pioneer Americas LLC on August 19, 2025, for the chemicals listed below and the agreed upon price:

Vendor	Chemicals	New Price
Pioneer Americas, LLC	WTP – 12.5% Liquid Sodium Hypochlorite	$2.8010
	WWTP – 12.5% Liquid Sodium Hypochlorite	$3.0260

ANALYSIS

The City Manager and City Council have previously approved five (5) out of six (6) General Services Agreements and amendments, each with an end date of December 31, 2025. Staff are now requesting that the City Council approve the execution of a GSA with Pioneer Americas, LLC to ensure the continued supply and delivery of chemicals necessary in the treatment and process of the City's Water and Wastewater Treatment Plants. The term of this agreement will be retroactive to March 1, 2025, and will extend through December 1, 2025, as is the other contracts, with a NTE total amount of $2,100,000.

Approval of this agreement will allow staff sufficient time to issue a new Notice Inviting Bids (NIB), conduct a thorough evaluation of proposals, and enter into new long-term General Services Agreements with selected vendors for all chemicals necessary for the treatment and processing of water and wastewater.

FISCAL IMPACT

There is no change in the fiscal impact. Funding continues to be available in the current and annual ongoing operation budgets in both the Water Fund (511) and Wastewater Fund (521) for

this Agreement.

CEQA DETERMINATION

This action is not a project under the California Environmental Quality Act (CEQA) and is therefore not subject to environmental review.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Adopt a resolution approving the execution of a General Services Agreement with Pioneer Americas LLC for the supply and delivery of chemicals necessary for the treatment and disinfection of water and wastewater with a not-to-exceed total amount of $2,100,000 for a retroactive term beginning March 1, 2025, and ending on December 31, 2025.

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

Reviewed by: Stephanie Reyna-Hiestand, Assistant Director of Utilities
Sara Castro, Director of Finance
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachments: A – GSA with Pioneer Americas, LLC

CITY OF TRACY
GENERAL SERVICES AGREEMENT

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Pioneer Americas, LLC, a wholly owned subsidiary of Olin Corporation, a Delaware Limited Liability Company (**Contractor**). City and Contractor are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Contractor to provide chemical supplies and delivery services to the John Jones Water Treatment Plant and Wastewater Treatment Plant.

B. On February 23, 2023, the City issued a Request for Proposals (RFP) for the Delivery of Chemicals 2023-2025 (**Project**). Contractor submitted its proposal prior to the deadline and was selected based on skills and experience to provide the services in pursuant of TMC 2.20.140.

C. Staff initiated negotiations with Contractor and other chemical vendors to extend the existing Agreements but was unable to complete all negotiations before the Agreements expired.

D. This Agreement is entered into pursuant to TMC Section 2.20.180(b)(4), as following standard procurement procedures at this time is not in the best interest of the City. This agreement is necessary to ensure the continued supply and delivery of chemicals while staff prepares and issues a new Notice Inviting Bids ("NIB"), completes a comprehensive review and evaluation of proposals, and executes new agreements with selected contractors.

E. This Agreement is being executed pursuant to Resolution No. 2025-____ approved by Tracy City Council on _____.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. Contractor shall perform the services described in Exhibit "A" attached and incorporated by reference. Contractor's Authorized Representative: Jason Cho.

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

2.1 Term. The term of this Agreement shall begin on March 1, 2025, and end on December 31, 2025, unless terminated in accordance with Section 6.

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

3.1 Not to Exceed Amount. Contractor's total compensation under this Agreement shall not exceed $2,100,000 (two million one hundred thousand). Contractor's billing rates shall cover all costs and expenses for Contractor's performance of this Agreement. No work shall be performed by Contractor

in excess of the total compensation amount provided in this section without the City's prior written approval.

3.2 Invoices. Contractor shall submit monthly invoices to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1. Contractor's failure to submit invoices in accordance with these requirements may result in the City rejecting said invoices and thereby delaying payment to Contractor.

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

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

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

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

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

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

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

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

5.4 Pollution Liability Insurance

5.4.1 Pollution Coverage shall be provided for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than two million dollars ($2,000,000) per claim. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy will be applicable to the work performed in the delivery of chemicals in accordance with the scope of this agreement.

5.4.2 The policy shall be endorsed to include the City, its officers, employees, and agents as insureds.

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

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

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

5.6 Notice of Cancellation. Contractor shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to

the expiration shall be considered a cancellation. Contractor shall immediately obtain a replacement policy.

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

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

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

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

6. Termination. The City may terminate this Agreement by giving thirty (30) days' written notice to Contractor. Upon termination, Contractor shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Contractor for this Agreement. The City shall pay Contractor for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given. The Contractor may terminate this Agreement at any time by giving ninety (90) days advance notice in writing.

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

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

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

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

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

7.5 The Parties shall bear their individual costs in any alternative dispute resolution process.

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

8 Labor Code Compliance. Contractor is aware of the requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code and applicable regulations which require the payment of prevailing wage rates (§1771, §1774, and §1775); employment of apprentices (§1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. The services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws.

8.1 Rates. These prevailing wage rates are on file with the City and are available online at http://www.dir.ca.gov/DLSR. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to perform the services described herein. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker, or any other third party.

8.2 Registration with DIR. Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform the services consistent with Labor Code section 1725.5.

8.3 Monitoring. This Agreement will be subject to compliance monitoring and enforcement by the DIR, under Labor Code section 1771.4.

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

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

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

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

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

To City:
City of Tracy
Attn: Assistant Director of Utilities
520 Tracy Blvd
Tracy, CA 95376

To Contractor:
Pioneer Americas, LLC
a wholly owned subsidiary of Olin Corporation
490 Stuart Road, NE
Cleveland, TN 37312

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

14. Miscellaneous.

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

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

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

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

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

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

14.6.1 Hazardous Materials. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of performing their services.

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

_____
By: Midori Lichtwardt
Title: City Manager, City of Tracy

Date: _____

Attest:

_____
April B. A. Quintanilla, City Clerk

Approved as to form:

_____
Andrew Shen, Interim City Attorney

Pioneer Americas, LLC, a wholly owned subsidiary of Olin Corporation

_____
By: Linas S. Staskevicius
Title: Business Director

Date: July 9, 2025

Federal Employer Tax ID No. 06-1420950

Exhibits:

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

EXHIBIT A - Scope of Work

Contractor shall provide the following chemicals as needed to the John Jones Water Treatment Plant and the Wastewater Treatment Plant. City shall notify vendor via email or phone to request delivery.

- 12.5% Liquid Sodium Hypochlorite
  - 175,000 gallons delivered to the John Jones Water Treatment Plant and Wastewater Treatment Plant
  - Order lead times to be at least 72 hours prior to desired delivery times.

EXHIBIT B - Compensation

Compensation is based upon the amount of chemical delivered (in gallons). The pricing is as follows:

- Liquid 12.5% Liquid Sodium Hypochlorite to the Water Treatment Plant
  - Price per gallon delivered - $2.8010
- Liquid 12.5% Liquid Sodium Hypochlorite to the Wastewater Treatment Plant
  - Price per gallon delivered - $3.0260
- Price is plus $0.004/gallon U.S. Superfund Excise Tax Surcharge.

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING THE EXECUTION OF A GENERAL SERVICES AGREEMENT WITH PIONEER AMERICAS LLC FOR THE SUPPLY AN DELIVERY OF CHEMICALS NECESSARY FOR THE TREATMENT AND DISINFECTION OF WATER AND WASTEWATER WITH A NOT-TO-EXCEED TOTAL AMOUNT OF $2,100,000 WITH A RETROACTIVE TERM BEGINNING MARCH 1, 2025, AND ENDING ON DECEMBER 31, 2025

WHEREAS, the City of Tracy requires the continued supply and delivery of chemicals to ensure the safe and compliant operation of its water and wastewater treatment systems; and

WHEREAS, On February 23, 2023, the City issued a Request for Proposals (RFP) for the Delivery of Chemicals 2023-2025, in accordance with City procurement protocols; and

WHEREAS, on March 13, 2023, after reviewing all proposals, six vendors were selected based on qualifications, certifications, and demonstrated capabilities, and were awarded General Services Agreements (GSAs) as shown below:

Vendor	Resolution No.	Agreement Term End	Annual NTE Amount
Hasa, Inc	2023-160	06-30-25	$100,000
Polydyne, Inc.	2023-158	06-30-25	$1,500,000
Hill Brothers Chemical Company	2023-157	02-28-25	$250,000
Pioneer Americas, LLC	2023-159	02-28-25	$2,500,000
Sterling Water Technologies, LLC	2023-161	02-28-25	$250,000
Thatcher Company of California, Inc.	2023-162	02-28-25	$1,500,000

WHEREAS, on July 1, 2025, the City successfully procured the supply and delivery of chemicals through interim GSAs and related amendments with five (5) of the six (6) vendors; and

WHEREAS, the GSA, attached hereto as Exhibit A, with Pioneer Americas, LLC is for the supply and delivery of 12.5% Liquid Sodium Hypochlorite, a chemical necessary for the treatment and disinfection of water and wastewater, in a not-to-exceed (NTE) amount of $2,100,000, for a term retroactively effective from March 1, 2025, through December 31, 2025; and

WHEREAS, the cost of the services under the interim agreement is included in the annual operations and maintenance budgets for the Water Fund (Fund 511) and the Wastewater Fund (Fund 521); and

WHEREAS, The proposed contract is for the supply and delivery of chemicals, and approval of this action is not subject to environmental review under the California Environmental

Quality Act (CEQA), as it does not constitute a "project" as defined by CEQA Guidelines Section 15378; now, therefore, be it

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

FURTHER RESOLVED: That the City Council does hereby approve a General Services Agreement with Pioneer Americas, LLC, in a total not-to-exceed amount of $2,100,000, for a term retroactively effective from March 1, 2025, through December 31, 2025; and be it

FURTHER RESOLVED: That the City Council finds the actions authorized herein do not constitute a "project" under the California Environmental Quality Act (CEQA), as defined in CEQA Guidelines Section 15378, and are therefore not subject to CEQA review.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 19th day of August 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

August 19, 2025

Agenda Item 1.O

RECOMMENDATION

Staff recommends that the City Council adopt a resolution 1) Amending the fiscal year 2024-2025 allocation amounts approved in Resolution No. 2024-032, as follows: A) increase the Community Development Block Grant awards from $506,211 to $527,994, and B) reduce the Home Investment Partnership Program awards from $181,610 to $143,836 with adjustments to the subrecipient awards of both programs to reflect the final allocations determined by the United States Department of Housing and Urban Development; 2) authorizing the City Manager, or their designee to execute funding agreements with subrecipients for both programs; and 3) appropriating the full allocation to the Community Development Block Grant (CDBG) fund budget for fiscal year 2025-26.

EXECUTIVE SUMMARY

The City of Tracy receives annual Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) funding from the U.S. Department of Housing and Urban Development (HUD) as a pass through from the County of San Joaquin (County). Funding and allocations for Fiscal Year (FY) 24-25 were adopted by City Council on March 5, 2024, via Resolution No. 2024-032 based on estimates provided to Staff by the County. Subsequently, HUD received its final funding allocations as a part of the federal budget process, affecting the award amounts of programs and multiple subrecipients were awarded by City Council. Adoption of this resolution will amend the award amounts to reflect HUD's final allocations. The amendment of the final funding allocations for FY24-25 is being completed at a later date due to an oversight during the initial process and transitions in staff that impacted project continuity. Approval of this item will bring the project into compliance.

BACKGROUND AND LEGISLATIVE HISTORY

CDBG and HOME funds are allocated to cities and counties by HUD for use in projects that create a viable community, with local programs and services that provide decent housing, a suitable living environment, and expand economic opportunities for low- and moderate-income individuals and families.

The City of Tracy receives an annual pass-through allocation from the County, the entitlement agency. The City reviews, selects, and nominates grant award subrecipients for County approval, which is then sent to HUD as a part of the County's Annual Action Plan (AAP) approval. Upon HUD's acceptance of the County's AAP, the City internally appropriates the approved grant fund amount. It allocates awards to subrecipients, including disbursing funds to subrecipients and receiving reimbursements from the County.

In November 2010, the City Council directed the establishment of a Parks Commission (Commission) subcommittee to evaluate CDBG and HOME grant applications and make funding allocation recommendations to the City Council. Establishing the subcommittee was to encourage meaningful citizen involvement, public examination, process appraisal, and enhance program accountability.

In November 2016, the City Council adopted local funding priorities to be considered in the

annual allocation process and to be used as a guide for the Parks and Community Services Commission (Commission) in formulating proposed award recommendations through FY 2024-2025. These priorities are listed below in priority order by each program category:

CDBG

Public Services Category:

(1) Food Distribution Services
(2) Homelessness Prevention, Intervention and Transitional Housing Services
(3) Senior and Special Needs Services
(4) Domestic Violence Services
(5) Youth Education and Enrichment Services

Public Facilities/Improvements Category:

(1) Public Parks and Facilities
(2) Removal of Architectural Barriers (ADA)

HOME

(1) Address issues of public safety, health, and welfare
(2) Rehabilitate residential properties occupied by low-income persons
(3) Partner to construct income restricted family and senior housing facilities

Funding Availability

County provided updated final allocations as was provided to them by HUD. There was a change in the aggregate amounts that differed from the estimates provided to and approved by City Council on March 5, 2024 (Attachment A – City Council Resolution No. 2024-032), shown below:

Item	FY 24-25 Estimate	FY 24-25 Final Allocation	Difference
CDBG Public Services	$75,932	$79,199	$3,267
CDBG Public Facilities/Improvements	$430,279	$448,795	$18,516
HOME Activities	$181,610	$143,836	($37,774)

The amounts available for allocation are based on a final funding determination by HUD. HUD regulations, codified in the Code of Federal Regulations (CFR) Title 24, Part 570, require CDBG Public Services allocations to be limited to 15% of the total annual CDBG allocation. Up to 20% of the funding may be allocated for grant administration, and the remaining CDBG funding is dedicated to Public Improvements/Public Facilities projects.

The following amendments (Attachment B – Final Allocations for CDBG/HOME FY24-25) are recommended for the subrecipient awards, with changes that are still reflective of the City Council funding priorities and recommendations from the Parks Commissioners' project ranking

system. For public services allocation, increased amounts are provided to projects ranked fifth and sixth and in line with the funding formula adopted by the City of Tracy's Commission in 2018 (Attachment C – Funding Formula for CDBG Public Service Projects). Public Facilities and Improvements projects were increased based on average score along with to the City of Tracy for grant administration. The HOME allocation decrease is proposed for the amount awarded to the sole applicant.

FISCAL IMPACT

The City of Tracy, as a subrecipient of the County, is allocated $527,994 in CDBG funds for FY 2024-2025 for use by its selected grantees. Staff requests appropriation of the full allocation to the CDBG fund fiscal year 2025-26 budget.

COORDINATION

Economic Development Division staff coordinated with Parks, Recreation, and Community Services staff and the Parks and Community Services Commission.

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 supports the following City strategic initiatives:

City Council Strategic Priorities FY23-25:

Priority 2 Quality of Life
Goal 4: Increase local affordable housing supply.

Priority 3 Economic Development
Goal: Support business attraction and retention activities.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution:

1) Amending the fiscal year 2024-2025 allocation amounts approved in Resolution No. 2024-032, as follows:
    A) increase the Community Development Block Grant awards from $506,211 to $527,994; and
    B) reduce the Home Investment Partnership Program awards from $181,610 to

$143,836 with adjustments to the subrecipient awards of both programs to reflect the final formula allocations determined by the United States Department of Housing and Urban Development; and

2) Authorizing the City Manager, or their designee to execute funding agreements with subrecipients for both programs.

3) Appropriating the full allocation to the Community Development Block Grant (CDBG) fund fiscal year 2025-26 budget.

Prepared by: Alexandra Pineda, Economic Development Analyst

Reviewed by: Jorge T. Barrera, JD, Economic Development Manager
Forrest Ebbs, Community and Economic Development Director
Sara Castro, Director of Finance
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – City Council Resolution No. 2024-032
Attachment B – Final Allocations for CDBG/HOME FY24-25
Attachment C – Funding Formula for CDBG Public Service Projects

Attachment A

APPROVED AS TO FORM AND LEGALITY



CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2024-032

APPROVING 1) THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) AWARD ALLOCATION RECOMMENDATIONS, 2) THE APPROPRIATION TO THE CITY OF TRACY ECONOMIC DEVELOPMENT DIVISION OF THE TOTAL CDBG AND HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) PROGRAM FUNDS TO BE DETERMINED BY SAN JOAQUIN COUNTY, 3) THE ALLOCATION OF THE COUNTY-APPROVED CDBG AND HOME AWARD FUNDS TO THE SUBRECIPIENTS IN ACCORDANCE WITH AWARD ALLOCATION RECOMMENDATIONS PROVIDED IN ATTACHMENT 1, AND AUTHORIZING THE CITY MANAGER, OR HER DESIGNEE, TO SIGN THE CDBG SUBRECIPIENT AGREEMENTS AND OTHER IMPLEMENTING DOCUMENTS

WHEREAS, Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds are allocated to cities and counties by the United States Department of Housing and Urban Development (HUD) for use in projects, programs, and services that demonstrate a benefit to low and moderate income persons; and

WHEREAS, The City of Tracy, as a subrecipient of the County of San Joaquin, will receive an estimated $506,211 in CDBG funds and $181,610 in HOME funds for Fiscal Year (FY) 2024-2025; and

WHEREAS, On February 13, 2024, the Parks and Community Services Commission conducted a public meeting to consider subrecipient award applications from various public service nonprofit organizations and make priority ranking and funding allocation recommendations for consideration by City Council based on adopted local priority funding criteria; and

WHEREAS, based on the subrecipient grant award applications and the public meeting conducted by the Parks and Community Services Commission on February 13, 2024, Staff prepared a list of recommended subrecipient awards attached hereto as Attachment 1 (Recommended Awards); and

WHEREAS, The entities (the "Awardees") receiving CDBG and HOME funding are required to enter into an agreement with the City and/or the County of San Joaquin to ensure funds are spent in accordance with the applications that were evaluated to determine funding eligibility and amounts. A standard funding agreement (the "Funding Agreement") is attached to the staff report accompanying this resolution; and

WHEREAS, The City Council must approve the Recommended Awards for the County of San Joaquin to ultimately approve the Recommended Awards and CDBG and HOME funds on a reimbursement basis; and

WHEREAS, The City Council conducted a public hearing on March 5, 2024, to consider the Recommended Awards and allocations of CDBG and HOME funds for FY 2024-2025; and

NOW THEREFORE, be it

RESOLVED: That the City Council of the City of Tracy approves the Recommended Awards of CDBG and HOME grant funds provided in Attachment 1 hereto, subject to ultimate approval by the County of San Joaquin and HUD; and be it further

RESOLVED: That the City Council of the City of Tracy approves the appropriation to the City of Tracy Economic Development Division of the total amount of CDBG and HOME grant funds upon ultimate approval by the San Joaquin County and HUD; and be it further

RESOLVED: That the City Council of the City of Tracy approves the allocation of the County-approved CDBG and HOME grant funds to the Subrecipients in accordance with Award Recommendations provided in Attachment 1 hereto, subject to approval by the County of San Joaquin and HUD; and be it further

RESOLVED: That the City Manager, or her designee, is authorized to sign Funding Agreements and other implementing documents of these programs in accordance with Award Recommendations provided in Attachment 1 on behalf of the City; and be it further

RESOLVED: That the City Council of the City of Tracy finds the action(s) approved by this Resolution are 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); and further finds that to the extent these actions are 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)).

****

The foregoing Resolution 2024-032 was adopted by the Tracy City Council on March 5, 2024, by the following vote:

AYES:	COUNCIL MEMBERS: ARRIOLA, BEDOLLA, EVANS, DAVIS, YOUNG
NOES:	COUNCIL MEMBERS: NONE
ABSENT:	COUNCIL MEMBERS: NONE
ABSTENTION:	COUNCIL MEMBERS: NONE

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

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

ATTACHMENTS:
(1) Recommended CDBG Awards

Attachment 1

2024-2025 CDBG/HOME Funding Recommendations

		Adj. (+/-)
Estimated Total CDBG allocation	$	506,211
Total Public Services Allocation (15% cap)	$	75,932
Total Public Facility / Grant Admin Allocation (85%)	$	430,279
Total HOME Fund Allocation	$	181,610

Estimated Public Services		Estimated Public Facilities & Improvements	
Funding Available:	$75,932	Funding Available:	$430,279
Public Service Funded	$75,932	Public Facilities & Improvements	$430,279
Amt. +/- Avail. Funds	$0	Amt. +/- Avail. Funds	$0

Applicant Summaries

CDBG/Public Service Projects

Applicant	Project Title	Funding Request	Local Priority	Subcommittee Recommended Funding	Commission Recommended Funding	Recomm. to City Council
San Joaquin Fair Housing	Affordable Housing and Counseling Services	$ 5,500.00	Direct Allocation	$5,500	$5,500	$ 5,500.00
SJ County Food Services Pool	Food Distribution Services (Mobile Farmers Market & Meals on Wheels)	$ 13,544.00	Direct Allocation	$13,544	$13,544	$ 13,544.00
Tracy Interfaith Ministries	Nourishing Food Distribution	$ 15,000.00	(1) Food Distribution	$12,000	$12,000	$ 12,000.00
Prevail	Serenity House	$ 12,000.00	(4) Domestic Violence Services	$12,000	$12,000	$ 12,000.00
Boys & Girls Clubs of Tracy	Food Enrichment Program	$ 12,000.00	(1) Food Distribution	$8,000	$8,000	$ 8,000.00
Tracy Community Connections Center	Street Outreach Mobile Shower Program	$ 67,452.64	(2) Homelessness, Prevention, Intervention and Transitional Housing Services	$8,000	$8,000	$ 8,000.00
Community Partnerships of San Joaquin	Tracy Family Resource Center - Food Distribution Services	$ 12,000.00	(1) Food Distribution	$6,888	$6,888	$ 6,888.00
McHenry House Tracy Family Shelter	Night Supervisor Salary / Family Crisis Intervention Program	$ 12,000.00	(2) Homelessness, Prevention, Intervention and Transitional Housing Services	$5,000	$5,000	$ 5,000.00

Gospel Center Rescue Mission	Transitional Housing Program	$ 12,000.00		(2) Homelessness Prevention, Intervention and Transitional Housing Services	$5,000	$5,000	$ 5,000.00
Total Public Service				**Total PS Funded**	**$75,932**	**$75,932**	**75,932**

CDBG/Public Facilities & Improvement Projects

Applicant	Project Title	Funding Request		Eligible Activity	Subcommittee Recommended Funding	Commission Recommeded Funding	Recomm. To City Council
City of Tracy	Grant Administration	$ 84,000.00		Direct Allocation	$84,000	$84,000	$84,000
City of Tracy	Temporary Emergency Housing Facility	$ 289,500.00		(1) Public Parks and Facilities	$196,279	$196,279	$196,279
City of Tracy	City of Tracy Pedestrian ADA Improvements	$ 548,330.00		(1) Public Parks and Facilities	$150,000	$150,000	$150,000
Total Public Facilities & Improvements				**Total PF Funded**	**$430,279**	**$430,279**	**$430,279**
				Total CDBG Funding Recommended	**$506,211**	**$506,211**	**$506,211**

HOME Investment Partnership Projects

Applicant	Project Title	Funding Request		Eligible Activity	Subcommittee Recommended Funding	Commission Recommeded Funding	Recomm. To City Council
Housing Authority of the County of San Joaquin	Tracy Homes Phase I Senior Apartments	$181,610.00		(2) Rehabilitate residential properties occupied by low income persons	$181,610	$181,610	$181,610
Total HOME				**Total Funded**	**$181,610**	**$181,610**	**$181,610**
				Total HOME Funding Recommended	**$181,610**	**$181,610**	**$181,610**

Attachment **B**

Final Allocations for CDBG/HOME FY24-25

CDBG Public Service

Applicant	FY 24-25 Estimated Allocation	FY 24-25 Final Allocation	Difference
San Joaquin Fair Housing	$5,500	$5,500	$0
San Joaquin County Food Services Pool	$13,544	$13,544	$0
Tracy Interfaith Ministries	$12,000	$12,000	$0
Prevail	$12,000	$12,000	$0
Boys and Girls Club of Tracy	$8,000	$8,000	$0
Tracy Community Connections Center	$8,000	$8,000	$0
Community Partnerships of San Joaquin	$6,888	$8,000	$1,112
McHenry House Tracy Family Shelter	$5,000	$7,155	$2,155
Gospel Center Rescue Mission	$5,000	$5,000	$0

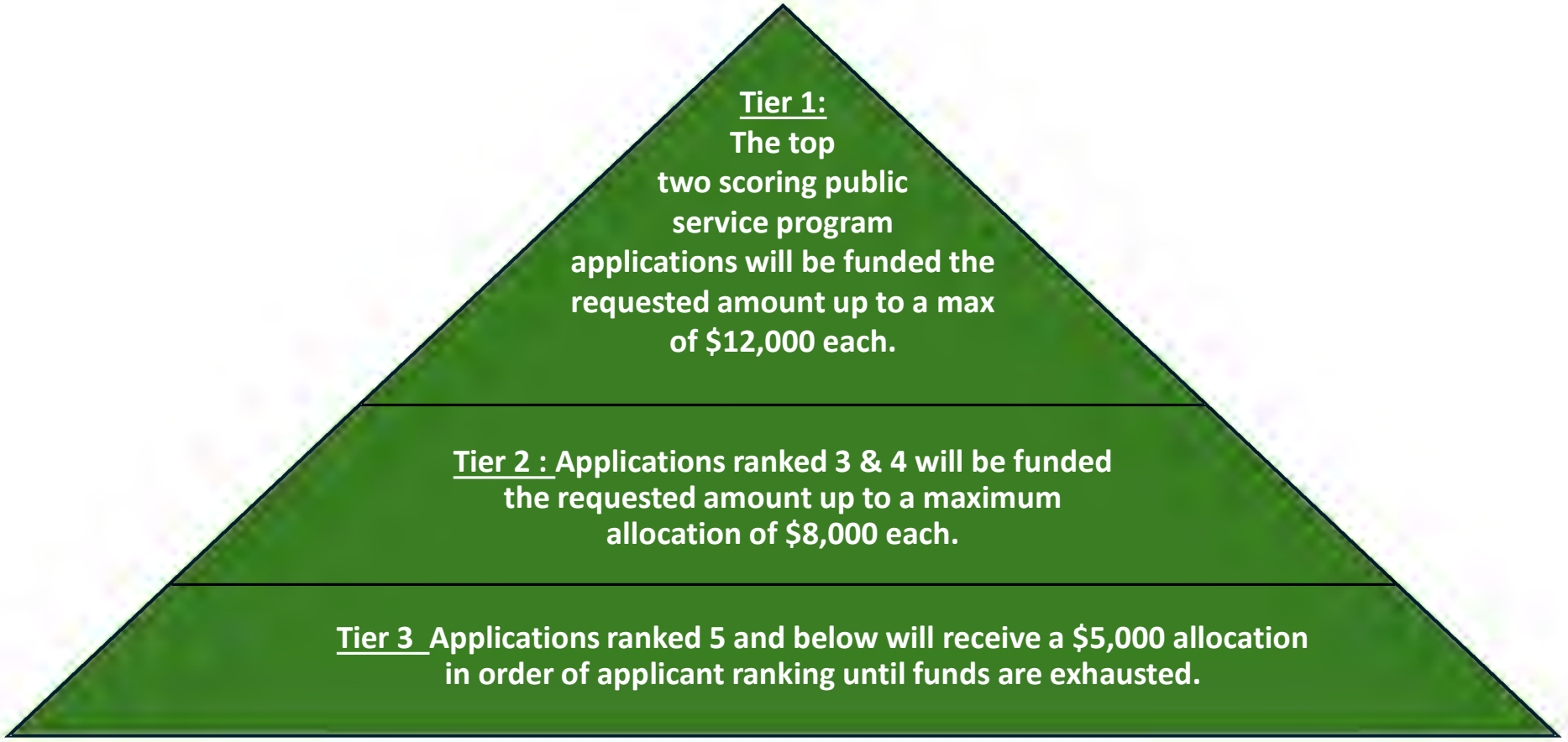
CDBG Public Facilities

Applicant	Adopted on 3/5/2024	Proposed Revision	Difference
City of Tracy – Administration	$84,000	$87,000	$3,000
City of Tracy – Temporary Emergency Housing Facility	$196,279	$211,795	$15,516
City of Tracy – Pedestrian ADA Improvements	$150,000	$150,000	$0

HOME

Applicant	Adopted on 3/5/2024	Proposed Revision	Difference
Housing Authority of San Joaquin	$181,610	$143,836	($37,774)

Attachment C



APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

---

(1) AMENDING THE FISCAL YEAR 2024-2025 ALLOCATION AMOUNTS APPROVED IN RESOLUTION NO. 2024-032, AS FOLLOWS:
- **a. INCREASE THE COMMUNITY DEVELOPMENT BLOCK GRANT AWARDS FROM $506,211 TO $527,994, AND**
- **b. REDUCE THE HOME INVESTMENT PARTNERSHIP PROGRAM AWARDS FROM $181,610 TO $143,836, WITH ADJUSTMENTS TO THE SUBRECIPIENT AWARDS OF BOTH PROGRAMS TO REFLECT THE FINAL ALLOCATIONS DETERMINED BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND**

(2) AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO EXECUTE FUNDING AGREEMENTS WITH SUBRECIPIENTS FOR BOTH PROGRAMS.

(3) APPROPRIATING THE FULL ALLOCATION TO THE COMMUNITY DEVELOPMENT BLOCK GRANT FUND FISCAL YEAR 2025-26 BUDGET

WHEREAS, CDBG and HOME funds are allocated to cities and counties by the United States Department of Housing and Urban Development (HUD) for use in projects, programs, and services that demonstrate a benefit to low and moderate income persons; and

WHEREAS, the City of Tracy (City) receives an annual pass-through allocation from the County of San Joaquin (County), which serves as the entitlement agency for these two federal programs; and

WHEREAS, estimated aggregate funding and award allocations for FY2024-2025 were adopted by City Council on March 5, 2024, through Resolution No. 2024-032 based on estimates provided by the County; and

WHEREAS, the City, as a subrecipient of the County, has received final allocations of $527,994 in CDBG funds and $143,836 in HOME funds for FY2024-2025, which is a different amount than what was approved by City Council; and

WHEREAS, to reflect the final allocations provided by HUD, Staff has proposed adjustments to the subrecipients awards originally approved by the City Council in Resolution No. 2024-032; such adjustments are reflected in more detail in Exhibit 1; and

WHEREAS, a comparison of the proposed adjustments to the subrecipient awards originally approved by the City Council is reflected in the report for this Agenda Item; and

WHEREAS, the subrecipients receiving CDBG and HOME funding are required to enter into an agreement with the City and/or County to ensure funds are spent in accordance with the applications that were evaluated to determine funding eligibility and amounts; now, therefore, be it

RESOLVED: That the City Council does hereby approve the amendment of the FY2024-2025 allocation amounts approved via Resolution No. 2024-032, as follows: A) Increase the Community Development Block Grant awards from $506,211 to $527,994 and B) Reduce the Home Investment Partnership Program awards from $181,610 to $143,836, with adjustments to the subrecipient awards of both programs to reflect the final formula allocations determined by the United States Department of Housing and Urban Development; and be it

FURTHER RESOLVED: That the City Council does hereby authorize the City Manager to execute funding agreements, on behalf of the City, with the subrecipients in the amounts reflected in Exhibit 1; and be it

FURTHER RESOLVED: That the City Council authorizes appropriation of the full allocation to the CDBG fund fiscal year 2025-26 budget.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 19th day of August 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 – Final Allocations for CDBG/HOME FY24-25

Exhibit 1

Final Allocations for CDBG/HOME FY24-25

CDBG Public Service

Applicant	FY 24-25 Estimated Allocation	FY 24-25 Final Allocation	Difference
San Joaquin Fair Housing	$5,500	$5,500	$0
San Joaquin County Food Services Pool	$13,544	$13,544	$0
Tracy Interfaith Ministries	$12,000	$12,000	$0
Prevail	$12,000	$12,000	$0
Boys and Girls Club of Tracy	$8,000	$8,000	$0
Tracy Community Connections Center	$8,000	$8,000	$0
Community Partnerships of San Joaquin	$6,888	$8,000	$1,112
McHenry House Tracy Family Shelter	$5,000	$7,155	$2,155
Gospel Center Rescue Mission	$5,000	$5,000	$0

CDBG Public Facilities

Applicant	Adopted on 3/5/2024	Proposed Revision	Difference
City of Tracy – Administration	$84,000	$87,000	$3,000
City of Tracy – Temporary Emergency Housing Facility	$196,279	$211,795	$15,516
City of Tracy – Pedestrian ADA Improvements	$150,000	$150,000	$0

HOME

Applicant	Adopted on 3/5/2024	Proposed Revision	Difference
Housing Authority of San Joaquin	$181,610	$143,836	($37,774)

Amendments to CDBG/HOME Allocations for FY 24-25

August 19, 2025

CDBG/HOME Funding Estimates

- Allocations were adopted by Council based on estimates provided by the County
- County provided updated final formula allocations as provided by HUD based on their federal budget:
    - Increase in CDBG funding
    - Decrease in HOME funding



Final Program Allocations

Item	FY 24-25 Estimated Allocation	FY 24-25 Final Allocation	Difference
CDBG Public Services	$75,932	$79,199	$3,267
CDBG Public Facilities/Improvements	$430,279	$448,795	$18,516
HOME Activities	$181,610	$143,836	($37,774)

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Final Project Allocations

CDBG Public Services

Applicant	FY 24-25 Estimated Allocation	FY 24-25 Final Allocation	Difference
San Joaquin Fair Housing	$5,500	$5,500	$0
San Joaquin County Food Services Pool	$13,544	$13,544	$0
Tracy Interfaith Ministries	$12,000	$12,000	$0
Prevail	$12,000	$12,000	$0
Boys and Girls Club of Tracy	$8,000	$8,000	$0
Tracy Community Connections Center	$8,000	$8,000	$0
Community Partnerships of San Joaquin	$6,888	$8,000	$1,112
McHenry House Tracy Family Shelter	$5,000	$7,155	$2,155
Gospel Center Rescue Mission	$5,000	$5,000	$0

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Final Project Allocations

CDBG Public Facilities & Improvements

Applicant	Adopted on 3/5/2024	Proposed Revision	Difference
City of Tracy – Administration	$84,000	$87,000	$3,000
City of Tracy – Temporary Emergency Housing Facility	$196,279	$211,795	$15,516
City of Tracy – Pedestrian ADA Improvements	$150,000	$150,000	$0

HOME

Applicant	Adopted on 3/5/2024	Proposed Revision	Difference
Housing Authority of San Joaquin	$181,610	$143,836	($37,774)

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Recommendation

Staff recommends that the City Council adopt a resolution 1) Amending the fiscal year 2024-2025 allocation amounts approved in Resolution No 2024-032, as follows: A) increase the Community Development Block Grant awards from $506,211 to $527,994 AND B) reduce the Home Investment Partnership Program awards from $181,610 to $143,836 with adjustments to the subrecipient awards of both programs to reflect the final allocations determined by the United States Department of Housing and Urban Development, AND 2) authorizing the City Manager, or their designee to execute funding agreements with subrecipients for both programs

August 19, 2025

Agenda Item 1.P

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution (1) rescinding Resolution No. 2007-228; (2) adopting the attached updated records retention schedule; and (3) authorizing the destruction of certain City records as provided by Section 34090 et seq. of the Government Code of the State of California and in accordance with the provisions of said schedule, upon the request of the Department Director and with the consent, in writing, of the Department Director, City Clerk, and City Attorney.

EXECUTIVE SUMMARY

This agenda item seeks the rescission of Resolution No. 2007-228, adoption of the attached updated Records Retention Schedule (RRS), and authorization of the destruction of certain City records as provided by Section 34090 et seq. of the Government Code of the State of California. The RRS should be updated annually, or at a minimum of every two years, to comply with state and federal statutes. There is an urgent need to review and update the RRS because the RRS was last updated in 2007.

BACKGROUND AND LEGISLATIVE HISTORY

In 2007, pursuant to Resolution No. 2007-228, the City adopted an RRS. The RRS outlines utilization, maintenance, retention, preservation, and disposition of the City's records. The RRS was created to establish the disposition of all City records according to city, county, state, and federal laws, as well as departmental requirements. Best practices require a periodic review of the RRS to include new technology and mandated records, remove obsolete records' series, merge records' series, incorporate additional or renamed Divisions, and update retention schedules in compliance with city, county, state, and federal laws. The City has not updated the RRS since its creation in 2007 and staff has worked to update the RRS over the past one and a half years.

ANALYSIS

The City Clerk's Office met with and obtained feedback from each department regarding updates to the RRS. The City Clerk's Office incorporated requested edits into the proposed RRS, and the City Attorney's Office reviewed the document to ensure compliance with applicable state and federal laws. Following this comprehensive review, staff now requests that the City Council City Council adopt a Resolution (1) rescinding Resolution No. 2007-228; (2) adopting the attached updated Records Retention Schedule; and (3) authorizing the destruction of certain City records as provided by Section 34090 et seq. of the Government Code of the State of California and in accordance with the provisions of said schedule, upon the request of the Department Director and with the consent, in writing, of the Department Director, City Clerk, and City Attorney.

FISCAL IMPACT

Adoption of the attached Resolution will not have a fiscal impact, other than the operational costs of maintenance and destruction of records in accordance with the updated RRS.

CEQA DETERMINATION

Review under the California Environmental Quality Act is not required for adoption of the attached Resolution.

STRATEGIC PLAN

Adoption of the attached Resolution supports the following strategic goals:

- Governance Strategic Goal 1: model good governance, teamwork, and transparency.
- Governance Strategic Goal 4: foster a culture of innovation and efficiency to improve service delivery to the public.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution (1) rescinding Resolution No. 2007-228; (2) adopting the attached updated records retention schedule; and (3) authorizing the destruction of certain City records as provided by Section 34090 et seq. of the Government Code of the State of California and in accordance with the provisions of said schedule, upon the request of the Department Director and with the consent, in writing, of the Department Director, City Clerk, and City Attorney.

Prepared by: Necy Lopez, Deputy City Clerk

Reviewed by: Sara Castro, Director of Finance
Arturo M. Sanchez, Assistant City Manager
David Nefouse, City Attorney

Approved by: Midori Lichtwardt, City Manager

Attachments:

A: Resolution No. 2007-228
B: Resolution with Exhibit 1: City of Tracy Records Retention Schedule

Attachment A

RESOLUTION 2007-228

ADOPTING A REVISED CITY-WIDE RECORDS RETENTION PROGRAM SCHEDULE

WHEREAS, Government Code Section 34090 *et. Sseq.* sets forth certain legal requirements relating to the retention of municipal records, and

WHEREAS, in 1999, the legislature added Section 12236 to the Government Code authorizing the Secretary of State to establish the Local Government Records Program which includes guidelines for local government retention periods, and

WHEREAS, the City's Records Retention Program Schedule is in compliance with the Secretary of State's guidelines and, in most cases exceeds the minimum retention period required under applicable state and/or federal law, and

WHEREAS, records can only be destroyed or transferred to a permanent storage medium following submission of a Records Destruction Authorization Certificate, which has been signed by the Department Director, reviewed by the City Clerk and approved by the City Attorney, and

WHEREAS, This resolution supersedes and repeals Resolution 2007-018 which adopted the City's previous Records Retention Schedule.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS: That the City Council hereby repeals Resolution 2007-018 and approves the attached City-wide Records Retention Handbook Schedule attached to this Resolution to provide for the systematic control over the protection, storage and final disposal of the City's records.

* * * * * * * *

The foregoing Resolution 2007-228 was passed and adopted by the Tracy City Council on the18th day September, 2007, by the following vote:

AYES: COUNCIL MEMBERS: ABERCROMBIE, SUNDBERG, TOLBERT, TUCKER, IVES

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

ABSTAIN: COUNCIL MEMBERS: NONE

Mayor

ATTEST:

City Clerk

CITY OF TRACY

RECORDS RETENTION

SCHEDULE

Adopted by Resolution 2007-228
09/18/2007

RECORDS RETENTION SCHEDULE
City Wide

CITY WIDE Records Series Title	Retention (In Years unless otherwise noted)	Description
Vehicle Assignment	Superseded + 3	Log books, request forms, lists
General Subject Files	Closed + 3	Internal files (if not covered under a more specific category of this schedule) includes correspondence associated with file
Photographs. Negatives (non-historic)	Closed + 3	Includes regular and aerial photographs
Photographs. Negatives (historic)	Permanent	Includes regular and aerial photographs of historic value
Equipment Inventory	Superceded + 3	Detailed lists of goods and materials
Equipment Manuals	Life (but at least 3)	Instructions for operating City equipment
Volunteer Personnel Files	Terminated +3	Original file (not otherwise retained by Human Resources
Budget, Information – Department	Closed + 3	Documents used to prepare department budget
City generated brochures, publications, newsletters	Current + 3	Public outreach
Agreements (non-CIP)	Terminated + 3	Includes leases, equipment, services or supplies
Correspondence	Closed + 3	Not associated with a general subject matter or specific file
Goals & Objectives	Superseded + 3	Departmental goals and objectives
Personnel Rules and Regulations/Administrative Policies and Procedures	Superseded + 3	Personnel rules and regulations define an employee's obligations, benefits and restrictions. Administrative policies and procedures are general guidelines and related actions
Travel Records	Current + 3	Staff and City Official Travel
Tapes, CD's, Recordings Audio Video	Current + 3	Tapes (or other electronic media) of City meetings, City events, etc.
Bids, Requests for Proposals (RFPs), Requests for Qualifications	Closed + 3	Closed after contract executed by all parties Successful bids are filed in contract or project file

CITY WIDE Records Series Title	Retention (In Years unless otherwise noted)	Description
(RFQs)		
Reports	Closed + 3 Closed + 3	Special/final summary, review or evaluation Non-agenda related, includes supporting documentation
Master Plans, Annual	Superseded + 3	Special or long range program plan for municipalities – coordination of services; strategic planning
Calendars	Current + 3	Election, monthly planners, etc.
Vehicle Title	Life	Title transfers upon disposition
Legal Notices/Proofs of Publication	Permanent	Notice of bids, proposals, fees, ordinances published in a newspaper of general circulation
Training	Current + 3	Certifications and paperwork documenting internal and external training (non-safety)
Safety	Current + 3	Certifications and paperwork documenting internal and external training (safety)
Grants, Federal & State	Life + 5	Applications, reports, contracts, supporting documentation
Unsuccessful Grant Applications	Closed + 3	Applications not entitled
Outside Agencies	Current + 3	Correspondence to or from Outside Public Agency not attached to a specific file

RECORDS RETENTION SCHEDULE
City Attorney's Office

DEPT./DIVISION Records Series Title	Retention (in years)	Description
Claims Log	Superseded + 3	Lists of claims submitted to the City
Contracts	Closed + 3	Drafts, executed copies, memos, correspondence, notes, etc.
Department Personnel Records	Closed +3	Personnel Action Forms, evaluations, memberships, etc.
Department Recruitments	Closed +3	Recruitment announcements, applications, resumes, etc.
Department Telephone logs	Closed +3	Carbon copies of transcribed telephone messages
Document Reviews	Closed +3	Legal opinion, notes, e-mails and comments on documents to be signed on behalf of the City
General Administrative Files	Closed +3	Policies and Procedures
General Subject Files	Closed +3	Internal working files including correspondence, memos, notes, etc.
Interdepartmental Correspondence (To/from Department Files)	Closed +3	Correspondence, memos, articles, training materials, etc. to and from various departments
Litigation Files	Closed +3	Attorney-Client Privileged communication, external communication, pleadings, discovery, invoices, etc.
Meeting Materials, Notes, and/or Minutes (Council, Department Head, PC, etc.)	Closed +3	Meeting materials, minutes, notes, etc. relating to City Council meeting, Department Director meetings, Planning Commission meetings, etc.
Project Files	Closed +3	Memos, notes, cases, legal opinions relating to projects within various departments of the City
Public Records Requests	Closed +3	Legal opinions, responses, etc. regarding Public Records Requests
Subdivision Files	Closed +3	Drafts, Development Agreements, Environmental Impact Reports, Vesting Tentative Maps, Specific plans

RECORDS RETENTION SCHEDULE
City Manager's Office

City Manager's Office Records Series Title	Retention (in years)	Description
Agendas	Permanent	Original agendas, special meeting notices, & original communications for Committees
Biographies	Current + 3	Elected Officials and Senior Staff
Committees	Current + 3	Member lists, informational material, reports
Goals & Objectives (Citywide Department Mission Statements)	Current + 3	Retain while current
Media Relations	Current + 3	Includes cable, newspaper, radio, message boards, presentations
Proclamations	Superseded + 3	Symbolic by Council
Special Projects (non-CIP)	Closed + 3	As assigned by City Manager/Assistant City Manager

RECORDS RETENTION SCHEDULE
City Clerk's Division

Records Series Title City Clerk's Division	Retention (in years)	Description
ELECTIONS		
Ballots - Prop 218 (Assessment Districts)	Permanent	Property related fees (Assessment Ballot proceeding)
Campaign Statements Elected	Permanent	FPPC Filings
Campaign Statements Not Elected	Election + 5	FPPC Filings
Campaign Statements PACS	Election + 7	FPPC Filings
Candidate Statements	Election +4	Sample ballot retained permanently
Nomination Papers Successful Unsuccessful	 Terminated +4 Current +4	Official Filing Form
Oaths of Office	Terminated + 3	Elected Officials
Petitions – Elections	Election + 1	From date of election, initiative, referendum, recall
Petitions – Legal/Legislative	Current + 3	Submitted to legislative body
Statement of Economic Interest, Elected	Election + 7	FPPC Filings; (copies; originals filed and maintained with FPPC)
Statement of Economic Interest - Not Elected and Designated City employees	Election + 7	FPPC Filings; (originals)
AGREEMENTS		
Annexations	Permanent	Reports, agreements, public notices
Assessment Districts	Permanent	Original documentation
Bonds	Closed + 10	Final bond documentation
Capital Improvement Projects (Construction Agreements)	Permanent	Construction *GC37090a; 4004; Superseded 19850
Consultants Legal Services Engineering CIP Projects Parks Police Public Works Finance Fire	Terminated + 5	Professional Service Agreements with Consultants approved by Council Resolution (not general services).
Development Agreements	Permanent	Infrastructure Contracts
Employees (Bargaining Units/Unions – MOU's)	Permanent	Memorandums of Understanding

Records Series Title City Clerk's Division	Retention (in years)	Description
Equipment	Terminated + 3	Includes leases, equipment, services or supplies
Franchise Agreements	Permanent	Including cable, electric, and telephone
Lighting and Landscape Districts	Permanent	Supporting Documents regarding improvement, lighting, underground utility, bonds, taxes, and construction
Property, Leases	Terminated + 3	Agreements for property leased by the city and to the City
Property, City Owned	Permanent	Acquisition and Sale - Includes recorded deeds
Taxi Agreements	Terminated + 3	Permits to taxicabs
LEGISLATIVE		
AB1234 Ethics Training	Date of Training + 5	Certificates of Compliance
Applications, Boards/Commission Not Appointed	Closed + 3	Not selected
Applications, Boards/Commission Appointed	Terminated + 5	Selected
Resolutions	Permanent	
Minutes	Permanent	
Ordinances	Permanent	
Agendas/Meeting Notices	Current + 5	
Agenda Packets	Current + 5	
Records Management Request to destroy records	Permanent	Documentation of final disposition of records
Articles of Incorporation	Permanent	Original documents
Municipal Code (Supplements included)	Permanent	Codification of the city's general ordinances (includes Zoning Code)
Environmental Impact Reports	Permanent	Analysis disclosing potential environmental impacts of a project
Subdivision Improvement Agreements, Deferred Improvement Agreements Offsite Improvement Agree-ments, Inspection Improvement Agreements	Permanent	Improvement agreements used in processing maps

RECORDS RETENTION SCHEDULE
Development & Engineering Services

DEVELOPMENT & ENGINEERING SERVICES – Records Series Title	Retention (in years)	Description
ENGINEERING		
LAND DEVELOPMENT		
Permits	Permanent	Encroachment, Grading, Transportation
Engineering Division Conditions of Approval	Permanent	Agreement between the City and the developer
Certificate of Compliance for Lot Line Adjustment	Permanent	Certificate for adjustment of property lines
Grant Deeds	Permanent	Certificate of ownership of property; kept only when associated w/LLA
Notice of Proposed Vacation	Permanent	Certificate of ownership of property; kept only when associated w/LLA
Mylars, Plans	Permanent	Final maps, improvement plans, vesting tentative maps, record of survey
Request for Proposal (RFP)	Closed +3	Written invitation to consultants to provide professional services
Right-of-Way (ROW)	Permanent	Acquisition of property documents including appraisal
Schedules	Closed + 3	Project time line for completion of design
Specifications	Permanent	Project technical and legal documents
Water, wastewater, storm drainage technical reports	Permanent	Sanitary sewer flow calculations
Standard Plans, Specifications & Design Standards	Permanent	Standard drawings, material specifications and design guide lines for public works projects
Design Calculations	Permanent	Engineering calculations for project's structural elements
Survey Records	Permanent	Geodetic Control Network Bench mark info,
Utility books/maps	Permanent	Record of existing above/underground utilities
Traffic		
Consultant's Proposals for professional services	Closed + 3	RFP and Proposals for non CIP traffic related projects
Correspondence	Closed + 3	Written correspondence between City staff and residents regarding traffic concerns.
Memos for Accident Reports	Closed +3	During litigation, memos and reports collected for data sent to attorneys and other parties.

DEVELOPMENT & ENGINEERING SERVICES – Records Series Title	Retention (in years)	Description
Pavement Management System	Superseded + 3	Pavement Management System inventory and data for storage purposes
Signage	Permanent	Signage requested to be installed as regular maintenance items.
Speed Surveys/Speed Limits	Superseded + 3	Survey data, analysis and report to establish speed limits in Tracy
Traffic Committee Meeting Minutes	Current + 3	Published/approved minutes from regularly scheduled traffic committee meetings
Traffic Counts	Current + 3	Traffic Count collected for preparing traffic count map
Traffic Safety	Permanent	Warrant studies and reports generated for establishing traffic control devices.
Traffic Signal Timing Plans	Superseded + 3	Timing Plans for each traffic signal in the City.
PLANNING DIVISION		
Development Applications	Permanent	Development application forms and all project description attachments that are part of or included in the approval, denial, or other outcome of the project. Development applications include, but are not limited to annexations, appeals, development agreements, development review, conditional use permits, general plan amendments, lot line adjustments, planned unit developments, residential growth allotments, sign permits, specific plans, temporary use permits, tentative subdivision and tentative parcel maps, variances, zone changes, and zoning text amendments. Project description attachments include, but are not limited to preliminary title reports, plans, maps, written project descriptions, photographs, and elevations.
Conditions of Approval	Permanent	All departments and agencies adopted conditions of approval for each approved project.
Planning Commission Agendas	Permanent	Published agendas for regularly scheduled and special Planning Commission meetings
Planning Commission Minutes	Permanent	Published/approved minutes from regularly scheduled and special Planning Commission meetings
Planning Commission Staff Reports	Permanent	Written staff reports published for each Planning Commission meeting including all attachments.

DEVELOPMENT & ENGINEERING SERVICES – Records Series Title	Retention (in years)	Description
Planning Commission Resolutions	Permanent	Signed Planning Commission resolutions and all attachments, including, but not limited to conditions of approval, plans, or project descriptions.
DES Director Determinations	Permanent	Written determinations by the Development and Engineering Services Director and all attachments for development applications, including, but not limited to development review, lot line adjustments, variances, sign permits, and temporary use permits.
Planning Commission Reports of Actions	Permanent	Correspondence sent from the Planning Division to the applicant following each Planning Commission meeting, describing the action taken on the development application by the Planning Commission.
Application Log Book	Permanent	Chronological list of all development applications received for processing by the Planning Division.
Public Hearing Notices	Permanent	Notices that are mailed, posted, or otherwise published for Planning Commission, City Council, Growth Management Review Board, or other Planning Division development application public hearings and the mailing and distribution lists for each public hearing.
Development Application Comments	Permanent	Written comments and recommendations regarding development applications from City Departments, public and private agencies, and others that are relevant to the City's evaluation of a project.
Correspondence	Permanent	Written correspondence between City staff and the applicant regarding processing (including permit streamlining "complete" or "incomplete" letters), plan check, City review standards, etc. that are relevant to the review or outcome of a development application.

DEVELOPMENT & ENGINEERING SERVICES – Records Series Title	Retention (in years)	Description
CEQA Documentation, including but not limited to the following:	Permanent	Initial Studies, Negative Declarations, Draft and Final Environmental Impact Reports and attachments, CEQA-related notices, such as Notice of Intent to Adopt a Negative Declaration, Notice of Exemption, Notice of Preparation, Notice of Completion, Notice of Availability, and Notice of Determination
General Subject Files	Permanent	Research, studies, surveys, reports, or other information conducted by or on behalf of the Planning Division regarding topics affecting the Division such as signs, land use, development standards, market surveys, processing fees, parking, urban development, and laws and regulations related to land use planning and development.
City Development Policies and Standards	Permanent	General Plan; Specific Plans; Zoning Ordinance; Planned Unit Developments; Design Goals and Standards; City policies, interpretations, and determinations
BUILDING		
Flood Certificates	Permanent	Elevation certificate for individual buildings located in the flood plain
Certificate of Occupancies	Permanent	Certificate issued for a new building or existing building that has had a change of use before which the building is inspected and no violation of the building codes are found.
Temporary Certificate of Occupancy	Permanent	Certificate issued for a new building or existing building that has had a change of use before which the building is inspected and it is determined that no substantial hazard will result from occupancy of the building
Energy Forms	Permanent	Forms used to determine compliance with current energy codes
Joist/Truss drawings, layout sheet, calculations	Permanent	Elevation and plan drawings with structural analyses for structural roof/floor components to a building.
Structural calculations	Permanent	Structural analyses and corresponding formulas and calculations demonstrating structural integrity of building as prescribed in codes
Plot plans	Permanent	Diagram showing lot layout and dimensions

DEVELOPMENT & ENGINEERING SERVICES – Records Series Title	Retention (in years)	Description
Soils Reports/geotechnical investigation	Permanent	A report determining the classification of soil as well as recommendations for pad, slab, foundation and footing design.
Scope of work reports	Permanent	In lieu of plans, such reports detail entire scope of work
Final Special Inspection Reports	Permanent	Final report submitted by special inspection agency stating scope and status of work performed
Special Inspection Agreement forms	Permanent	Form used to clarify who the owner is using as a special inspector and which elements of special inspection are required for the project
Unreasonable Hardship form	Permanent	Form used to determine the cost limitation and project scope for disabled access upgrades to existing commercial buildings
Alternate method & material approvals	Permanent	CBO approval wherein materials used or methods of construction implemented that are not specifically prescribed by code
Modification approvals	Permanent	CBO approval where practical difficulties exist in carrying out the provisions of the codes
LOMA's/LOMR's (letter of map amendment/revision)	Permanent	FEMA's official modification to an effective Flood Insurance Rate Map
Permit applications	Permanent	Application for building permit
Building Permits	Permanent	Permit showing permit number, address, APN, type of permit, description, values, building permit fees paid, property owner, contractor, applicant
Inspection Record Card	Permanent	Report that shows all inspections completed for permit, recording the inspector, date of inspection and results.
Approved revisions, addendums	Permanent	Modifications to the original set of approved plans
Correction Notices	Permanent	Notices given to property owner/contractor outlining corrections needed to be performed to gain code compliance.
CODE ENFORCEMENT		
Auto Abatements	Closed + 3	10 Day Notices, Public Hearing Notices and Results citing violations of abandoned, wrecked, dismantled, or inoperative vehicles or parts thereof, located on private and public property.

DEVELOPMENT & ENGINEERING SERVICES – Records Series Title	Retention (in years)	Description
Courtesy Notices	Closed + 3	Courtesy Notices and letters to inform property owners of potential municipal violations regarding pools, work without permits, garbage and debris, garage sales, home occupations, swimming pools and toters.
Free Tow Service Applications	Closed + 3	Applications for free tow service of inoperable vehicles to be towed.
Notice of Violations	Closed + 3	Formal letter is written to property owner(s) listing violations of the Tracy Municipal Code, and requesting corrections be done by a certain date.
Notice & Orders	Closed + 3	Formal letter written to property owner(s) regarding violation of the Uniform Codes that owner disregarding the Notice of Violations. Corrections on the list must be completed by a certain date.
Notice of Administrative Citation	Closed + 3	Citation issued to responsible party and or business whenever a Notice of Violations & Notice and Order has been disregarded. Fines are assessed.
Notice of Home Occupation Permit Revocation	Closed + 3	Formal letter written to resident where a business is being operated from the residence in violation of the TMC.
Notice to Abate Public Nuisance	Closed + 3	Formal letter written to property owner(s) regarding public nuisances which endanger residents or the public.
Notice to Vacate	Closed + 3	Formal letter written to property owner or tenants ordering vacation of property. Notice will be mailed and posted on property.
Order of Non-Compliance	Closed + 3	Formal letter written to property owner in violation of the noise ordinance.
Inspection Schedules	Current + 3	Daily schedules of inspections for each officer.
Complaint Forms	Closed + 3	Forms filled out when initial complaint is made.

DEVELOPMENT & ENGINEERING SERVICES – Records Series Title	Retention (in years)	Description
Photographs (printed & digital)	Closed + 3	Photographs of violations on properties.
TIDE Agendas (Tracy Inter Departmental Enforcement)	Closed + 3	Inter-Departmental Enforcement Meeting Agendas
Violation Notice	Closed + 3	Notice left at address at time of initial contact. Copy in file in office.
Big Picture Reports (Statistics for)	Closed + 3	Statistical information kept on file to track data reported as part of Big Picture Report.
Brochures/ Handouts	Closed + 3	Informational handouts for public regarding various code enforcement programs.
Case Files	Closed + 3	Case files for each individual code enforcement case for record keeping purposes, info is also entered into database.
Lot Book Guarantees	Closed + 3	Title information on property ownership and/or agencies with a financial interest in properties under enforcement action.
REDEVELOPMENT AND HOUSING		
Community Development Block Grant and Urban Development	Terminated + 4	Applications, reports, contracts, supporting documents
Financial Records	Closed + 5	Refer to grant application close-out procedure
Bonds	Closed + 4	Revenue Bond Documentation
Loans	Permanent (original note returned upon full payment)	Promissory notes, Deeds of Trust, detail information
Programs	Closed + 3	Includes comprehensive Housing Authority Strategy, Meeting Credit Certificate, Housing bond advisory, In-Lieu Housing Mitigation, Low/Moderate Housing, Rental Housing Assistance
Relocation Files	Closed + 3	Redevelopment
Reports, Federal and State	Closed + 3	Grants, Community/Urban Development (includes CDBG)

DEVELOPMENT & ENGINEERING SERVICES – Records Series Title	Retention (in years)	Description
Agenda Reports (Master, Subject Files)	Permanent	Documentation received, created and/or submitted to Council, Redevelopment Agency, Public Facilities Financing Authority and Parking Authority. *Retain agenda reports regarding development projects, planning, zoning matters, ordinances and other significant projects permanently in project file
Grants, Community/Urban Development (includes CDBG)	Closed + 4	Project files, contracts, proposals, statements, reports, sub-recipient dockets, Environmental review, grant documents, applications, inventory, consolidated plan, etc. Includes Section 108 loan guarantee *OMB A-102 &128, HUD regulations
Historic Preservation Inventory	Superseded + 3	Historic Structures & Landmarks
Master Plans, Annual	Superseded + 3	Special or long range program plan for municipalities – coordination of services; strategic planning

RECORDS RETENTION SCHEDULE
Economic Development

DEPT./DIVISION Records Series Title	Retention (in years)	Description
Project Files	Closed +3	NEI, I-205, Downtown, Airport, misc.
Marketing Files	Current +3	Mailing lists, advertising materials, ad designs
Department Policy & Procedures	Superseded (but at least 3)	Brown Act Guidelines, etc.
Budget Back-up	Current +3	Budget documentation, department invoices, etc.
Reference Material	Current +3	FIP's, Concept Plans, Specific Plans, EIR's
Department Studies	Current +3	Economic Development Strategy
Fee Related Information	Superseded +3	Development impact fee related data, fee estimates
Economic Development Committee	Current +3	Agendas, minutes, co-op marketing campaign backup, financials
Research Data	Current +3	Survey information, employment and labor force data, demographics
Sales Tax Information	Indefinitely	City sales tax data, by quarter
Travel/Training Documentation	Current +3	Expense reports, training records

RECORDS RETENTION SCHEDULE
Finance and Administrative Services

Finance Department Records Series Title	Retention (in years)	Description
AUDIT		
Annual Financial Report/CAFR	Superseded + 3	Independent auditor analysis
Bonds/Assessment Districts	Complete + 10	Final bond documentation
Budget	Permanent	Annual operating budget approved by City Council
Budget & CIP Documents	Permanent	Official proposed and adopted budget
Budget/Annual Work Papers	Audit + 4	Annual preparation every fiscal year/ from budget prep through year-end report
Budget/CIP Work Sheets	Current +10	Annual preparation every fiscal year/ from budget prep through year-end report
Account Payable plus reports	Audit + 4	Invoices, check copies, supporting documents
Accounts Receivable	Audit +4	Monies owed to the city
Applications	Terminated + 3	Utility connections, disconnects, registers, service
Bank Reconciliation's	Audit + 5	Statements, summaries for receipts, disbursements & reconciliation's
Billing Records	Audit +3	Customer name, service address, meter reading, usage, payments, applications/cancellations
Budget Adjustments, journal entries	Audit +3	Account transfers
Checks	Audit +5	Includes payroll, canceled & voided checks
Deposits, Receipts	Audit +4	Checks, coins, currency
Invoices	Audit +3	Copies sent for fees owed, billing related documents
Journals, Utility Billing	Current +3	Billing including monthly activity
Leger, General	Permanent	Accumulated balances of each account of each fund
Voucher	Audit + 4	Account postings with supporting documents
Taxes, Receivable	Audit +3	Transient Occupancy Tax
Warrant Register	Audit +3	Listing of checks paid
Small Claims Cases	Closed + 3	Closed when judgment entered against City or when collected
SB 90	Audit +3	State Mandated Cost Claims
FIXED ASSETS		
Inventory	Audit +4	Reflects purchase date, cost, account number
SURPLUS PROPERTY		
Auction	Audit +3	Listing of property
LICENSE		
Business	Terminated +4	Paid & Reports. Renewals and applications.
PAYROLL		
Adjustments	Audit +4	Audit purposes

Finance Department Records Series Title	Retention (in years)	Description
Employee Time Cards	Terminated + 3	Signed by employee for audit & FEMA Reports
PERS Employee Deduction Reports	Terminated + 4	Record of deductions (PERS) Public Employee Retirement System26CFR31-6001-1; 29CFR516.5, 516.6, LC1174(d)
Register/Labor Distribution	Permanent	Labor costs by employee and program
Salary Records	Terminated + 3	Garnishments
Payroll Payments	Terminated + 7	Insurances, Union Dues
Inactive Employee Records	Terminated + 7	Retirements, Terminations, Deceased, etc.
ACCOUNTS PAYABLE		
Purchase Orders	Audit +4	Original documents
Vendor Registration	Permanent	Alpha vendor listing of purchase orders, invoices, account numbers and check date
REPORTS		
Audits	Permanent	Independent auditor analysis
Deferred Compensation	Terminated + 5	Records of employee contributions and city payments
Federal & State Tax	Audit + 4	Forms 1096, 1099, W-4's & W-2's
Investment Transactions	Permanent	Summary of transactions, inventory & earnings
Labor Distribution	Audit + 3	Costs by employee & program
TREASURER		
Bank Statements	Audit + 3	Financing authority
Account Statements	Current + 10	Monthly statement of transactions
Administration	Current + 10	Supporting documents
Investment Review Committee	Permanent	Agendas and Minutes
City Treasurer's Report	Superseded + 3	Monthly Reports

RETENTION SCHEDULE
Fire Department

DEPT./DIVISION Records Series Title	Retention (in years)	Description
INVESTIGATIONS		
Fire Investigations	Closed + 6	Fire Investigation cause and origin reports. Available to public once investigation is closed.
DEPT. PROGRAMS		
Apparatus Maintenance	Current + 3	Records related to in-house daily, weekly, and monthly apparatus checks.
Ladder Testing	Current +3	Annual testing and inspections of department ladders and aerial.
Personnel Protective Clothing	Current +3	Inspection and repair of department personal protective clothing safety/structure gear.
SCBA Program	Current +3	Service requests, inspection reports, repair information of department's Self Contained Breathing Apparatus.
ADMINISTRATIVE		
Automatic and Mutual Aid Agreements	Superseded or terminated (but at least 3)	Automatic & Mutual Aid Agreement between South County Fire Authority & Cal Fire, South County Fire Authority & Lawrence Livermore National Laboratory Fire Department.
Damaged/Lost/Stolen Equipment	Current +3	Competed forms regarding department equipment that has been damaged, lost or stolen.
Department Policy & Procedures	Superseded (but at least 3)	Original signed department Standard Operating Guidelines
District Cost Recovery	Closed +2	Billing for services of non-residents in the district response area per TRFD resolution.
DMV Employer Testing Program	Current +3	Employer testing program regarding in-house drive test (agreements, test routes, scores, enrollment/deletion of drivers).
Office of Emergency Services Reimbursement	Closed +3	Mutual aid strike team response reimbursement invoices from Office of Emergency Services.
Pay for Performance Contracts	Current +3	Employee contracts that pertain to coordination of a specific program that the employee is being compensated to manage.
Personnel Information	Terminated (but at least 3)	Department copy of employee PAF's, DMV Pull Notice, Injury Reports, outside employment, change of address.
Professional Service Agreement	Closed +3	Professional Service Agreements under $50,000 (PDSI & Omega Group).
Quarterly Reports	Current +3	Quarterly response report presented to the South County Fire Authority Board.

DEPT./DIVISION Records Series Title	Retention (in years)	Description
Release of Waiver & Liability	Terminated +3	Release of liability from signed by citizen participating in the department ride-along program.
Subpoena – Employee	Closed +3	Court or deposition appearance of employees.
Subpoena – Records	Closed +3	Incident report requests.
Training Records	Terminated (but at least 3)	Employee class certifications.
OPERATIONS		
Engine Requests	Closed +3	Citizen requests for engine company - public education, station tours, career day, smoke detector check.
Incident Reports	Current +5	Fire incident response reports
Leave & Overtime	Current +3	Vacation, sick, trades, overtime by employee.
Shift Activity	Current +5	Daily shift activity reports.
EMERGENCY MEDICAL SERVICES		
Drug Inventory Sheets	Current +3	Daily inventory of drugs carried on ALS engines.
EMS Refusal of Service	Date of Service +7	Confidential patient refusal of EMS and transport services and possible consequences.
EMS Training Records	Certification Period +4	Employee training/class continuing education hours for Emergency Medical Technician and CPR recertification – EMT & CPR card copies.
Equipment Check Sheets	Current +3	Daily ALS/EMS equipment inventory check.
Patient Care Reports (PCR)	Date of Service +7	Confidential patient care information.
PREVENTION		
Fire Access Road Inspection	Closed +3	Inspections/approval of access roads in the rural district area.
Inspections	Superseded or terminated +3	Schools, daycare, home occupancy
Permits	Superseded or terminated +3	Annual fire permits required of businesses.
Project Files	Permanent	New construction, improvement, rehabilitation projects, which include alarm/sprinkler plans, drawings, permits and inspections.
Vehicle Abatement	Closed +3	Reports, assessments, citations, vehicle owner documentation.
Weed Abatement	Closed +3	Reports, assessments, property owner documentation.

RECORDS RETENTION SCHEDULE
Human Resources

Human Resources Records Series Title	Retention (in years)	Description
Personnel Files for separated regular full time, part time and temporary employees	5 yrs after date of separation	May include; Employment Application materials, Personnel Action Forms, Evaluations, Disciplinary Actions, File Review Log, Commendations, Benefits Enrollment Forms (Health, Dental, Life Insurance, Deferred Compensation, etc), COBRA Notices, Personal Information Update form, City Policy Check Off form, City Oath, Emergency Contact Forms
Retiree Medical Files	Greater of 5 yrs after date of separation or 3 yrs after expiration of medical leave bank	Medical Enrollment Forms, Sick Leave Conversion Letters, Address Updates
*Discrimination / Harassment Complaints and Investigative Reports	After greater of 3 years after case closure or 3 years after subject separates from City employment	May include complaints, grievances, sexual harassment and civil rights violations. *Final disposition is date of expiration of statutory period within which action may be brought or the date on which litigation is terminated
Discrimination / Harassment Complaints	Later of 3 yrs or 3 years after personnel action	Complaint forms, correspondences, investigative reports
EEOC/DFEH Complaints and City Responses	After greater of 3 yrs after case closure or 3 yrs after subject separates from City	Complaint forms, correspondences, investigative reports
Eligible Lists	Later of 3 yrs or 3 yrs after personnel action	Names, addresses and phone numbers of applicants
Employee Benefits Contracts for Services for Current and Former Vendors (Medical Plans, etc.)	3 yrs after expiration	Service contracts and agreements
FMLA Files	5 yrs after date of separation	Medical Certifications, STD/SDI paperwork, Calendar of leave, Time Status Letters
Informal Complaints	Later of 3 yrs or 3 yrs after personnel action	Meeting notes, correspondences
Meet and Confer	Current + 3	Notes, correspondence, contracts, MOU's

Human Resources Records Series Title	Retention (in years)	Description
Agreements, Notes and Minutes		
RISK MANAGEMENT		
Accident Reports - City Assets	Closed + 3	Reports and related records
Bonds, Insurance	Terminated + 3	Bond and insurance policies insuring city property and other assets
Claims, Damage	Closed + 3	Paid/Denied
Incident Reports	Closed + 3	Theft, arson, vandalism, property damage or similar occurrence (excluding fire/law enforcement)
Insurance, Joint Powers Agreement	Terminated + 3	Accreditation/MOU's/agreements, agendas
Insurance, Certificates	Terminated + 3	Insurance certificates filed separately from contracts, includes insurance filed by licensees
Insurance, Liability/Property	Terminated + 3	May include liability, property, Certificates of Participation, deferred, use of facilities
Insurance, Workers Compensation	Terminated + 3	Indemnity; Claim Files, Reports, Incidents, PERS - working files - originals with Administrator
Risk Management Reports	Superseded + 3	Federal OSHA Forms; Loss Analysis Report; Safety Reports; Actuarial Studies

RECORDS RETENTION SCHEDULE
Parks & Community Services Department

Parks & Community Services Records Series Title	Retention (In years)	Description
ADMINISTRATION		
REPORTS	Active +3	Incident Reports
	Active +3	Vehicle Accident Reports
	Active +3	Report of Injury
	Active +3	Field Vandalism Reports
ELECTRONIC FILES	Current + 2	Audio Recordings of Public Meetings
MINUTES AND BYLAWS	Permanent	Parks Commission, Cultural Arts Commission, Youth Advisory Commission, Tracy Airport Commission
COMMISSION PACKETS	Current +3	Parks Commission, Cultural Arts Commission, Youth Advisory Commission, Tracy Airport Commission
APPLICATIONS	Active +3	Block Grant Scholarship
AIRPORT		
PERMITS	Active +3	Burn Permit
FINANCIAL	Superseded +3	Tracy Flight Center Quarterly Report
RECREATION		
WAIVERS	Active +7	Activity Registration Forms
ENROLLMENT FORMS	Active +3	Enrollment Agreement, Parent Handbook, Authorized Pickup of Child, Emergency Release Forms, Softball Player Participation, Attendance Sheets
TRANSIT		
MASTER PLAN	Superseded + 3	Transit Plan
CONTRACTS	Closed+ 3	M.V. Transportation, San Joaquin County Council of Governments Transit MOU
GRANTS	Closed +5	Federal Transit Authority, Transportation Development Act, Stockton Metropolitan Area, San Joaquin County Regional Transit District
	Closed +4	State Park Grants
	Closed +3	Applications, unsuccessful

RECORDS RETENTION SCHEDULE
Police Department

Police Records Series Title	Retention (in years)	Description
ADMINISTRATION		
Personnel files:		
Background	Terminated (but at least 2)	Background investigation
Personnel information	Terminated (but at least 2)	Employment information
Training files	Terminated + 2	Employee training
Recruitment files	Current + 2	Background information on applicants.
Concealed Weapons Permits	Expired + 2	Permits to carry a concealed weapon
Department Investigations:		
Accident Review Bd.	Closed + 5	Investigation of employee-involved vehicle accidents.
Citizen Complaints	Closed + 5	Investigation of complaints by citizens.
Disciplinary Review Bd.	Closed + 5	Discipline for sustained investigations.
Internal Affairs	Closed + 5	Investigation of alleged employee misconduct.
Shooting Review Bd.	Closed + 5	Investigation of officer-involved shootings.
Monthly Division reports	Current + 2	Monthly workload/progress by division
Crime statistics	Current + 5	Monthly/annual statistics for Council
Citizen Questionnaire	Current + 2	Citizen response to service received
Dept. Policy & Procedures	Superseded (but at least 2)	
ANIMAL SHELTER		
Lost and found reports	Current + 3	Animals listed that are lost or found
Reclaimed animals	Current + 3	Animals reclaimed by owners
Bites	Current + 3	Animals that bite
Running at large animals	Current + 3	Animals running loose in the City of Tracy
Nuisance animals	Current + 3	Animals that are a problem
Payroll files	Current + 3	All payroll sheets
Receipt book files	Current + 3	All money collected at the shelter
Adoption files	Current + 3	Animals that are adopted at the shelter
License files	Current + 3	Licenses sold at the animal shelter
Volunteer file	Current + 3	Applications, pictures and phone numbers of

Police Records Series Title	Retention (in years)	Description
		people that volunteer
Euthanasia	Current + 5	Records of all euthanized animals and the amount of medication injected
Shering plough	Current + 5	Record of all drugs ordered and how much
Equipment		
Manuals, warranties, instructions	Life (but at least 2)	Retained until termination of equipment use
Service Records	Life (but at least 2)	Retained until termination of equipment use
Unmarked Vehicle list	Current + 2	
Asset Forfeiture Proceedings Case File	Current + 5	
Narcotics:		
Allegation Files	Current + 2	Retained by division until no longer useful for investigative purposes
Confidential Informant Files	Terminated +10	Legal notifications, identification information, payment information, activities information
Support:		
Subpoena Log Book	Current +2	Subpoenas received/served daily
Sex Registrant Files	Permanent	Fingerprint Card, photo, & criminal history. Information also forwarded to DOJ
Field Interview cards	Current + 5	Contact info
Property, Pawn Broker/ Secondhand	Current + 2	Sales, slips. Dealer required to file duplicate with agency.
Federal Firearms Licenses	Current + 6	Sales
ABC Permits	Current + 2	Event permit for alcohol
Alarm Permits	Current + 2	Residential and Business Alarm Permits
Bingo Permits	Current + 2	Operation of Bingo Games
Card Room Permits	Current + 2	Work permits – card room employees
Card Room business	Current + 2	500 Club
Dance Permits	Current + 2	Business permit
Solicitors Permits	Current + 2	Business permit
Taxi/Tow Permits	Current + 2	Work permits
Firearms sales	Current + 5	Business license/ Dealers Records of Sales
Secondhand Dealer/Pawn Shops	Current + 2	
Massage Parlor	Current + 2	Permits
Reports of lost and found items that have been lawfully disposed of.	Current + 2	
Police Reports/Supplementals Of Infractions and Misdemeanors	Current + 5	Which do not relate to: An arrest Unserved warrants Identifiable items which have not been

Police Records Series Title	Retention (in years)	Description
		recovered. 290 PC or 11590 H&S registrants Violations listed in Penal Code Sections 799 and 800 Are presently involved in either civil or criminal litigation Death by criminal means
Police Reports/Supplementals Felonies	Current + 10	Which do not relate to: An arrest Unserved warrants Identifiable items which have not been recovered. 290 PC or 11590 H&S registrants Violations listed in Penal Code Sections 799 and 800 Are presently involved in either civil or criminal litigation Death by criminal means
Arrests	Current + 10	Felony arrests prosecuted as misdemeanors or rejected or released per 849(b) PC Misdemeanor arrests Non-misdemeanor arrests, including plain drunk arrests (647f) and traffic warrant arrests.
Police Reports relating to: Found bodies Missing persons not located Fatal traffic collisions Traffic collision reports involving City property Crimes described in Penal Code Section 799	Permanent	Penal Code Section 799: a. Murder – 187 Permanent .Current . b. Embezzlement of Public Funds – 424 – 426 c. Kidnap for Ransom – 209(a) d. Kidnap for Robbery – 209(b) e. Falsification of Public Records - 115
Felony Arrests prosecuted as felonies except as described in Penal Code Section 799	See Description	Must be kept until the arrested person has reached the age of 70 and has not been arrested since the age of 60 or until notification has been received from the Department of Justice of the arrested person's death.
Evidence tapes	See Description	Destroyed after adjudication of case, or statute of limitations (but at least two years)
Traffic Citations	Current + 2	Held for two years, then destroyed
Citations for misdemeanors or felony arrests		Included with Crime Report
Administrative Citations	Current + 2	Written for such things as unsightly storage of vehicles in yards, barking dogs, loud parties, etc
Bike Registration Files	Current + 2	Bike registrations and renewals

Police Records Series Title	Retention (in years)	Description
Repossession/Private Tows of vehicles	Current + 2	Written verification from particular companies
Case Log	Current + 10	Contains case number, officer, charges, location of incident
California Law Enforcement Teletype system (CLETS) validations	Current + 2	Monthly verification of CLETS entries on missing persons, stolen vehicles, boats and weapons
CLETS audits	Current + 5	Conducted every two years on entries into State system of missing persons, stolen vehicles, boats and weapons
Jail log	Current + 10	Names of arrestees, officer, date, time, charges, disposition
Records Management System (RMS) codes	Superseded + 2	Lists of acceptable Penal Codes, Vehicle Codes, HS codes, etc, that system will accept
Offense code tables	Superseded + 2	List of Penal codes from highest to lowest, and descriptions of same
Daily CLETS inquiry audit trail log	Current + 5	
Non- Injury traffic collision reports	Current + 2	Non-injury collisions which do not involve City property and not involved in pending litigation
Injury traffic collision reports	Current + 5	Injury traffic collisions which do not involve City property
Police Daily Activity Logs	Current + 5	Sergeants reports of daily activity
Uniform Crime Reports	Current + 5	Part I crime statistics reported to the State

RECORDS RETENTION SCHEDULE
Public Works Department

Public Works Records Series Title	Retention (in years)	Description
ADMINISTRATION		
Accident Reports - City Assets	Closed +7	Reports and related records on employee or vehicle accidents
Aquifier Storage and Recovery Project	Permanent	Original project correspondence and project documentation maintained by the Deputy Director
Acquisition/Disposition	Closed +10	Supporting documents re: sale, purchase, exchange, lease or rental of real property by City
Appraisals	Closed +3	Exempt until final acquisition or contract agreement obtained
Bureau of Reclamation	Current +3	Original correspondence and documentation maintained by Deputy Director
Claims, Damage	Closed +5	Department documentation of claims against the City from storm damage
Environmental Protection Agency (EPA) Verification Questionnaires	Current +3	Supporting documents and materials for reporting to the State of California, Environmental Protection Agency (EPA)
Fugitive Dust Reports	Current +2	Supporting documents and materials for reporting to the San Joaquin County Air Pollution Control Board on paved and unpaved roads.
Hazardous Materials Management Plan	Current +3	Supporting documents and materials for reporting to the San Joaquin County Office of Emergency Services.
Historical	Permanent	Department documentation on Bean Festival, Tracy War Memorial, Veteran Street Signs, Water Towers, National Public Works Week, City parks
Holly Sugar Land Purchase	Permanent	Original correspondence and documentation pertaining to the purchase of the Holly Sugar Property maintained by Deputy Director
Independent Mutual Water Company	Permanent	Original correspondence and documentation maintained by Deputy Director
Insurance, Liability/Property, Workers Compensation	Permanent	Liability certificates filed separately from contracts, Indemnity
John Jones Water Treatment Plant Environmental (CIP)	Permanent	Original correspondence and documentation pertaining to the expansion of the Plant maintained by Deputy Director
Photographs	Closed +3	Electronic files of damage to private properties

Public Works Records Series Title	Retention (in years)	Description
		for possible claims against the City.
South County Water Supply Project (CIP)	Permanent	Original project correspondence and documentation pertaining to the South County Water Supply Project maintained by Deputy Director
Sanitary Sewer Overflow (SSO) Plan and Reports	Current +3	Guidelines for SSO and information retained for monthly reporting to the State of California
Surplus Property - Auction	Audit +3	Listing of property
Surplus Property - Disposal	Audit +4	Sealed bid sales of equipment
Tracy Regional Groundwater Management Plan (CIP)	Permanent	Original project correspondence and documentation pertaining to the Regional Groundwater Management Plan maintained by Deputy Director
Urban Water Management Plan (CIP)	Permanent	Original project correspondence and documentation pertaining to the Urban Water Management Plan maintained by Deputy Director
Video	Current +2	Tapes (or other electronic media) of surveillance of City facilities
Wastewater Rate Study	Superseded +3	Original correspondence and documentation maintained by Deputy Director
Wastewater Treatment Plant Environmental (CIP)	Permanent	Original project correspondence, environmental document, and other documentation pertaining to the Wastewater Treatment Plant
Water Rate Study	Superseded +3	Original correspondence and documentation maintained by Deputy Director
Maintenance & Operations – Buildings, Facilities, Vehicles, Equipment, Fleet	Current +3	Includes service requests, inspection, repair, cleaning, reports, miscellaneous correspondence, complaints of city owned/government buildings, facilities, vehicles, and fleet
DMV Records (excluding pink slips)	Life of vehicle + 3	Original documentation on licensing, transfers, and purchase of city vehicles, fleet, and equipment
Facilities	Current + 3	City owned facilities - Includes service requests, inspection, pest control, repair, cleaning, reports, and miscellaneous correspondence
Fire System and Sprinkler Inspection Reports	Superseded +3	Supporting documents and materials for quarterly reporting to the State of California
Fueling	Current +3	Includes manifests, inspection and repair of fuel island, purchase and delivery, and documentation for quarterly tax reports and annual reporting to the State of California.
HAZ-MAT	Current +10	Includes supporting documents, materials, reports, receipts, and manifests for reporting to

Public Works Records Series Title	Retention (in years)	Description
		the State of California
Keys	Life of locks	Keying information for city buildings, facilities, vehicles, fleet, security gates and equipment
Used Tire Manifest	Current +10	Supporting documents and materials for annual reporting to the State of California
Vehicle Smog-Check Reports	Current +10	Supporting documents and materials for annual reporting to the State of California
PARKS		
Maintenance & Operations	Current +3	Includes service requests, inspection, repair, vandalism, cleaning, pest control, reports, miscellaneous correspondence, and complaints pertaining to City parks, landscape maintenance districts, irrigation, playground equipment, and field equipment
Personnel Records	Current +3	Department handwritten notes, electronic files, and e-mails if retained for future reference
STANDBY		
Logs	Current +3	Documentation of standby callouts
SIDEWALKS		
Maintenance/Operations	Current +3	Includes works orders, inspection, repairs, cleaning, reports, and complaints for City sidewalks
STREETS/ALLEYS		
Maintenance/Operations	Current + 3	Includes works orders, inspection, repairs, cleaning, reports, and complaints for City streets, parking lots, and alleyways
Maps	Permanent	Fire hydrants, lighting districts, wheel chair ramps, storm drains, streets, sidewalk, sewers
Plans (CIP's)	Permanent	Streets, curbs, gutters, sidewalks, storm drains
Signage	Life +3	Log books, service requests, records of traffic signs
TREES		
Maintenance/Operations	Current +3	Includes service requests, inspection, pest control, reports, miscellaneous correspondence, and complaints pertaining to City trees, including the Landscape Maintenance Districts
Permits	Permanent	Permits applications and approved permits for the removal or pruning of trees in the Landscape Maintenance District Zones
Radio Communications	Current +3	Equipment Serial Number List, department

Public Works Records Series Title	Retention (in years)	Description
		documentation for monitoring problematic areas within the Landscape Maintenance Districts
WATER		
Irrigation Districts	Permanent	Correspondence, studies, meeting notices, agreements, contracts
Locations	Permanent	Mains, valves, hydrants, wells
Maintenance & Operations	Current + 3	Includes service requests, inspection, repair, cleaning, reports, miscellaneous correspondence, complaints
Service	Current + 3	Includes work orders, entry cards, manholes, service to property owners
Well & Pumping	Current + 3	Times, operational, power used and quantity
Maps	Permanent	Line location; easements
Meter Operations	Current + 3	Reader reports, orders, tests, maintenance reports
Reclamation	Current + 5	Daily operations including sewage flow, grit removal, chlorine usage, lab analysis results, etc.
Sources	Current + 3	May include wells, rivers, lakes, districts
Surveyor Field Notes	Permanent	Notes preparatory to maps of water installation
Surveys, Water System Sanitary	Current + 10	Statistics, reports, correspondence
Tests	Current + 5	Compliance records include location, date, method and results; corrections, analysis of bacterial content, reports, surveys, documents, evaluation, schedules, valves, etc.
Valve Main Records	Permanent	Departmental documentation of valve mains
Violations, Drinking Water	Current + 3	Retention applies to each violation
WWTP/UTILITIES		
Office of Emergency Services	Current + 5	Mandated Reports
Bureau of Reclamation	Current + 5	Mandated Reports
San Luis/Delta Mendota Water Authority	Current + 5	Mandated Reports
Irrigation District	Current + 5	Mandated Reports

Public Works Records Series Title	Retention (in years)	Description
Sutter Gould Hospital	Current + 5	Mandated Reports
Emission Inventory	Current + 5	Annual Report
Maintenance Records	Current + 5	Plant maintenance & preventative maintenance records
Chemical Bids	Current + 2	Formal bids
Biosolid Hauling Bids	Current + 2	Formal bids
Consumer Confidence Report	Current + 2	Annual report
Street Lights/Traffic Signals	Current + 2	Government Outreach completed work orders
Water Conservation Outreach	Current + 5	Forms & Reports
Water Conservation Plan Compliance	Current + 5	Reports
Stormwater Outreach	Current + 5	Forms & Reports
NPDES Compliance	Current + 5	Reports
Municipal Code Violation	Current + 5	Reports

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2025-

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(1) RESCINDING RESOLUTION NO. 2007-228;

(2) ADOPTING THE ATTACHED UPDATED RECORDS RETENTION SCHEDULE; AND

(3) AUTHORIZING THE DESTRUCTION OF CERTAIN CITY RECORDS AS PROVIDED BY SECTION 34090 ET SEQ. OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA AND IN ACCORDANCE WITH THE PROVISIONS OF SAID SCHEDULE, UPON THE REQUEST OF THE DEPARTMENT DIRECTOR AND WITH THE CONSENT, IN WRITING, OF THE DEPARTMENT DIRECTOR, CITY CLERK, AND CITY ATTORNEY

WHEREAS, the maintenance of numerous records is expensive, slows document retrieval, and is not necessary after a certain period of time for the effective and efficient operation of the government of the City of Tracy (City); and

WHEREAS, Section 34090 of the Government Code of the State of California provides a procedure whereby any City record, other than those to which the statute does not apply, which has served its purpose and is no longer required may be destroyed; and

WHEREAS, in 2007, pursuant to Resolution No. 2007-228, the City adopted a Records Retention Schedule (RRS) which controls utilization, maintenance, retention, preservation, and disposition of the City's records; and

WHEREAS, the RRS was created to establish the disposition of all City records according to City, county, state, and federal laws, as well as departmental requirements; and

WHEREAS, best practices require a periodic review of the RRS to include new technology and mandated records; remove obsolete records' series; merge records' series; incorporate additional or renamed Divisions/Departments, and update retention schedules in compliance with City, county, state, and federal laws; and

WHEREAS, there is an urgent need to review and update the RRS because the City has not updated the RRS since its inception in 2007; and

WHEREAS, after initially working with a consultant, staff assumed management of the RRS project and the City Clerk's Office met with and obtained feedback from each department regarding updates to the RRS; and

WHEREAS, the City Clerk's Office incorporated requested edits into the proposed RRS and the City Attorney's Office reviewed the document to ensure compliance with applicable state and federal laws; and

WHEREAS, staff now requests that the City Council adopt this Resolution to (1) rescind Resolution No. 2007-228, (2) adopt the attached updated Records Retention Schedule (Exhibit 1), and (3) authorize the destruction of certain City records; and

WHEREAS, with the adoption of this Resolution, staff seeks authorization and delegated authority from the City Council to destroy certain City Records, as permitted under the updated Records Retention Schedule; and now, therefore, be it

RESOLVED: that the City Council of the City of Tracy hereby rescinds Resolution 2007-228; and be it

FURTHER RESOLVED: that the City Council adopts the updated Records Retention Schedule attached hereto as Exhibit 1 without any further action by the City Council, with the review from the Department Directors, City Clerk, City Attorney and City Manager; and be it

FURTHER RESOLVED: that the City Council authorizes the destruction of certain records, as provided by Section 34090 et seq. of the Government Code of the State of California and in accordance with the provisions of said schedule, upon the request of the Department Director and with the consent, in writing, of the Department Director, City Clerk, and City Attorney without further action by the City Council of the City of Tracy; and be it

FURTHER RESOLVED: that the term "records" as used herein shall include documents, instructions, books, microforms, electronic files, magnetic tape, optical media, papers, or other tangible records, as defined by the California Public Records Act; and be it

FURTHER RESOLVED: that the City Clerk shall certify as to the adoption of this Resolution and enter it into the book of original Resolutions; and be it

FURTHER RESOLVED: that this Resolution shall become effective immediately upon its adoption.

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

The foregoing Resolution 2025- was adopted by the Tracy City Council on the 19th day of August, 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: City of Tracy Records Retention Schedule

CITY OF TRACY

333 Civic Center Plaza
Tracy, CA 95376
www.cityoftracy.org

Records Retention Schedule

Adopted on _____

Resolution No. 2025-_____

Office of Record	Records Description	Total Retention Time	Comments / Reference
CITY-WIDE (Used by All Departments)			
Lead Dept.	Bidding **Database** / Procurement **Database** / Planet Bids Database	Minimum 5 years	Data Fields / Records are interrelated; some projects may have grant funding and may require unsuccessful bids be retained for 5 years; GC §34090
Lead Dept.	Affidavits of Publications / Affidavits of Posting Notices / Legal Advertising / Notices / Proofs of Publications / Public Hearing Notices	2 years	Brown Act challenges must be filed within 30 or 90 days of action; Statute of Limitations on Municipal Government actions is 3 - 6 months; GC §§34090, 54960.1(c)(1)
Lead Dept.	Agreements & Contracts: **ADMINISTRATION (WITH Grant Funding)** (Project Administration, Certified Payrolls, I**nsurance Certificates**, Project Schedules, RFP - Request for Proposal or Successful Proposal, etc.) Send All Original Agreements or Contracts to the City Clerk	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Statute of Limitations: Contracts & Spec's=4 years, Developers=comp. + 10 years; CCP §337 et. seq., 2 CFR 200.334; 24 CFR 91.105(h), 92.505, & 570.502(b), 29 CFR 97.42; OMB Circular A-133GC §34090
Lead Dept.	Agreements & Contracts: **ADMINISTRATION (WITHOUT Grant Funding)** (Project Administration, Certified Payrolls, **Insurance Certificates**, Project Schedules, RFP - Request for Proposal or Successful Proposal, etc.) Send All Original Agreements or Contracts to the City Clerk	Completion + 10 years	Covers E&O Statute of Limitations; Statute of Limitations: Contracts & Spec's=4 years, Developers=comp. + 10 years; CCP §337 et. seq., GC §34090
Lead Dept.	Agreements & Contracts:**UNSUCCESSFUL BIDS, PROPOSALS orRESPONSES to RFPs** (Request forProposals) **and/or RFQs** (Request for Qualifications) that don't result in a contract	2 years	Finance / Purchasing retains the originals of Formal procurements; Includes unopened bids; GC §34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
CITY-WIDE (Used by All Departments)			
Lead Dept.	Boards, Commissions, & Committees: **External Organizations / Regional Boards & Commissions** - Agendas, Minutes, Resolutions, or other documents (e.g. County Board of Supervisors)	When No Longer Required	Non-records
Staffing Dept.	Boards, Committees, Commissions, Advisory Bodies: **Citizen Advisory Created by the City Council AGENDAS & STAFF REPORTS**	Minimum 2 years	GC §34090
Innovation and Technology	Boards, Committees, Commissions, Advisory Bodies: **Citizen Advisory Created by the City Council AUDIO RECORDINGS**	30 days, or After Minutes have been Approved, whichever is Longer.	Audio Required for 30 days; GC §54953.5(b)
Staffing Dept.	Boards, Committees, Commissions, Advisory Bodies: **Citizen Advisory Created by the City Council MINUTES** Department maintains originals	Permanent	GC §34090(e)
Staffing Dept.	Committees: **Employee Committees**, Employee Staff Meetings / Department Staff Meetings **AGENDAS and MINUTES**	2 years	GC §34090 et seq.
Staffing Dept.	Committees: **Subcommittees of the City Council (Ad-Hoc or Standing Committees)AGENDAS and MINUTES**	2 years	All actions are made by the City Council; GC §34090
Staffing Dept.	Complaints / Concerns from Citizens (Excludes Police Officers)	Minimum 2 years	Claims must be filed in 6 months; CCP §§338 et seq., 340 et seq., 342, GC §34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
CITY-WIDE (Used by All Departments)			
Lead (Responding) Dept.	Copies or duplicates of any record	Copies - When No Longer Required	GC §34090.7
Lead Dept.	Correspondence – **ROUTINE (Content relates in a SUBSTANTIVE way to the conduct of the public's business)** (e.g. e-mail, Letters, Memorandums, Administrative, Chronological, General Files, Reading File, Working Files, etc.) IF the Content relates in a SUBSTANTIVE way to the conduct of the public's business	2 years	ONLY IF the Content relates in a substantive way to the conduct of the public's business; City of San Jose vs. Superior Court, 5 Cal. 5th 608 (2017). GC §34090
Dept. that Authors Document orReceives the City's Original Document	Correspondence - **TRANSITORY / PRELIMINARY DRAFTS**, Interagency and Intra-agency Memoranda NOT retained in the ordinary course of business. **Content NOT Substantive**, or NOT made or retained for the purpose of preserving the informational content for future reference (e.g. calendars, checklists, e-mail, social media posting, employee directories, flyers, invitations, instant messaging, inventories, logs, mailing lists, meeting room registrations, PowerPoint presentations, speaker cards, speech notes, staff videoconference chats, notes and recordings, supply inventories, telephone messages, text messages, transmittal letters, thank you, requests from other cities, preliminary notices for construction projects, undeliverable envelopes / returned mail, visitors logs, voice mails, webpages, etc.)	When No Longer Required	Electronic and paper records are categorized, filed and retained based upon the **CONTENT of the record. Records where either the Content relates in a substantive way to the conduct of the public's business** or ARE made or retained for the purpose of preserving the informational content for future reference **are saved by placing them in an electronic or paper (project) file folder and retained for the applicable retention period. I**f not mentioned here, consult the City Attorney to determine if a record is considered transitory / preliminary draft. GC§§34090, 7927.500, 7928.705.; 64 Ops.Cal. Atty. Gen. 317 (1981)); City of San Jose vs. Superior Court, 5 Cal. 5th 608 (2017).

Office of Record	Records Description	Total Retention Time	Comments / Reference
CITY-WIDE (Used by All Departments)			
Dept. that Authors Document or Receives the City's Original Document	Developer Deposit Accounts / Developer Impact Fee Accounts (Escrow Accounts)	Closed + 5 years	GC §34090
Lead Dept.	Drafts & Notes: Drafts that are revised (retain final version)	When No Longer Required	As long as the drafts and notes are not retained in the "Regular Course of Business". Consult the City Attorney to determine if a record is considered a draft. GC §§34090, 7927.500, 7928.705
Lead Dept.	GIS Database / Data / Layers (both City-wide and Specialized)	When No Longer Required	The Lead Department should print out historical documents (or save source data) prior to replacing the data, if they require the data or output for historical purposes; GC §34090 etseq.
Lead Dept.	Grant Applications funded by the City's General Fund	2 years	Finance maintains payable information in Accounts Payable; GC §34090
Lead Dept.	Grants **(UNSUCCESSFUL** Applications, Correspondence)	2 years	GC §34090
Lead Dept.	Grants / CDBG Administration (Community Development Block Grant) / Reimbursable Claims / FEMA Reimbursements / OES Reimbursements **(SUCCESSFUL** Reports, other records required to pass the funding agency's audit, if required) Applications (successful), copy of grant agreement, copies of invoices, program rules, regulations & procedures, reports to grant funding agencies, correspondence, audit records, completion records	After Funding Agency Audit, if required - **Minimum 5 years**	Meets auditing standards; Grants covered by a Consolidated Action Plan are required for 5 years; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; 2 CFR 200.334; 24 CFR 91.105(h), 92.505, 570.490, & 570.502(a&b), 29 CFR 97.42; OMB Circular A-110 & A-133; GC §34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
CITY-WIDE (Used by All Departments)			
Lead Dept.	Newspaper Clippings	When No Longer Required	Non-records - may be obtained from the newspaper company; GC §34090
Lead Dept.	Personnel Files **(Department Copies)** Send all originals to Human Resources	Send to Human Resources Upon Separation or Transfer	Originals are retained by Human Resources; GC §34090.7
Human Resources	Personnel Files **(Supervisor's Notes)**	Shred After Incorporation into Performance Evaluation or DocumentedDiscipline Minimum 2 Years	Notes maintained in a separate folder to be incorporated into performance evaluation, or to document progressive discipline; GC §34090 et seq.
Lead Dept.	Photographs	When No Longer Required	Preliminary Drafts (retention is placed on the final record in which the photograph is published in, if any); destroy unnecessary photographs. GC §§34090, 7927.500
Lead Dept.	Pre-Trip Inspections / Vehicle Safety Checks / Daily Vehicle Inspections / Daily Equipment Checks	2 years	GC §34090; 13 CCR 1234(c)
Lead Dept. (Who Uses the Vehicle)	Prop. 218 (Property-based fees - Improvement Districts: **Notices / Mailing List** (Protest Letters / Ballots are tabulated by the City Clerk)	2 years	GC §53753(e)(2)
Lead Dept.	Real Estate Appraisal Reports: Property **NOT** purchased, Loans not funded, etc.	2 years	Not accessible to the public; GC §§34090, 7928.705

Office of Record	Records Description	Total Retention Time	Comments / Reference
CITY-WIDE (Used by All Departments)			
Lead Dept. (Who Ordered the Appraisal)	Real Estate Appraisal Reports: **Purchased** Property, Funded Loans	Minimum 5 years	Not accessible to the public until purchase has been completed; meets grant auditing requirements; 2 CFR 200.334; 24 CFR 91.105(h), & 570.502(b); 29 CFR 97.42, GC §34090
Lead Dept. (Who Ordered the Appraisal)	Records Destruction Authorization Forms & Certifications (All Departments)	10 years	GC §34090
Lead Dept.	Reference Materials: Policies, Procedures, Brochures, Flyers, Handbooks, Manuals, Newsletters, Plans / Strategic Plans, etc.: Produced by **OUTSIDE ORGANIZATIONS** (League of California Cities, Chamber ofCommerce, etc.)	When No Longer Required	Non-Records
Lead Dept.	Reference Materials: Internal Policies, Procedures, Brochures, Flyers, Handbooks, Manuals, Newsletters, Plans / Strategic Plans, etc.: Produced by **YOUR Department** Send all Administrative Policies that affect more than 1 department to Human Resources	Minimum 2 years	GC §34090
Lead Dept.	Reference Materials: Policies, Procedures, Brochures, Flyers, Handbooks, Manuals, Newsletters, Administrative Policies, Plans / Strategic Plans, etc.: Produced by **OTHER Departments**	When Superseded	Copies; GC §34090.7
Lead Dept.	Reports and Studies (Historically significant - e.g., Zoning Studies)	Permanent	Administratively and Historically significant, therefore retained permanently; GC §34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
CITY-WIDE (Used by All Departments)			
Lead Dept.	Reports and Studies (other than Historically significant reports - e.g. Annual Reports)	10 years	Information is outdated after 10 years; If historically significant, retain permanently; GC §34090
Lead Dept.	Special Event Permits	Expiration + 2 years	GC §34090 et seq.
Lead Dept.	Special Projects / Subject Files / Issue Files	Minimum 2 years	GC §34090 et seq.
Lead Dept.	Subpoenas (appearance or duces tecum)	2 years	GC §34090 et seq.
Lead Dept.	Surveys / Questionnaires (that the City issues).If a summary of the data is compiled, the survey forms are considered a draft or transitory record, and can be destroyed as drafts (When No Longer Required)	2 years	GC §34090
Lead Dept.	Training Presented by City Staff - **COURSE RECORDS** (Attendance Rosters or Sign-in Sheets, Outlines and Materials; includes Ethics, Harassment, & Safety Training & Tailgates)	5 years	Meets OSHA requirements; Ethics Training is 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years for personnel actions; 8 CCR §3203 et seq., 29 CFR 1627.3(b)(ii), LC §6429(c); GC §§12946, 12960, 34090, 53235.2(b), 53237.2(b)
Lead Dept.	Volunteer / Unpaid Intern Applications & Agreements - **Unsuccessful** or Pending Applicants	3 years	Courts may treat volunteers as employees in some actions; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
CITY-WIDE (Used by All Departments)			
Lead Dept.	Volunteer / Unpaid Intern Applications & Agreements (includes emergency contact information) - **Successful** Applicants	Inactive / Separation + 3 years	Courts may treat volunteers as employees in some actions; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; retirement benefits is 6 years from last action; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 34090; 29USC 1113

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT			
Office of Record	**Records Description**	**Total Retention Time**	**Comments / Reference**
BUILDING			
Lead Dept.	Permit **Database** (Central Square)	Indefinite (Perm)	Data is interrelated; GC §34090, H&S §19850
Community & Econ. Develop. / Building	Activity Reports	When No Longer Required	Preliminary drafts not retained in the ordinary course of business (Reports can be re-run from the database); GC §34090
Community & Econ. Develop. / Building	Address Files / **Building Permits**	Permanent	GC §34090, H&S §19850
Community & Econ. Develop. / Building	Building Plans – **Finalized - INDUSTRIAL, COMMERCIAL, MULTI-FAMILY DWELLINGS, PLACES OF PUBLIC ACCOMMODATION**	Permanent	Law requires for the life of the building for commercial and common interest dwellings only; CBC 104.7 & 107.5, H&S§19850, GC §34090
Community & Econ. Develop. / Building	Building Plans - **Cancelled or Withdrawn AFTER to Building Permit Issuance**	Permanent	Preliminary drafts not retained in the ordinary course of business; CBC §104.7; H&S§19850, GC §34090
Community & Econ. Develop. / Building	Building Plans - **Cancelled or Withdrawn PRIOR to Building Permit Issuance**	Upon Cancellation or withdrawal	Preliminary drafts not retained in the ordinary course of business; CBC §104.7; H&S§19850, GC §34090
Community & Econ. Develop. / Building	Building Plans - **Expired**	Permanent	CBC §104.7; H&S§19850, GC §34090
Community & Econ. Develop. / Building	Building Plans - **Final- TENANT IMPROVEMENTS**	Permanent	Law requires for the life of the building for commercial and common interest dwellings only; CBC 104.7 & 107.5, H&S§19850, GC §34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
BUILDING			
Community & Econ. Develop. / Building	Building Plans - **Finalized** - **SINGLE FAMILY RESIDENTIAL (All Finalized)**	Permanent	State law requires plans need not be filed for dwellings less than 2 stories, garages & appurtenances, farms/ranches, 1-story with bearing walls less than 25'; CBC requires 180 days from completion date; CBC 104.7 & 107.5, H&S§19850, GC §34090
Community & Econ. Develop. / Building	California Building Codes / Uniform Building Codes	Minimum While Ordinance is in Force	GC §50022.6
Community & Econ. Develop. / Building	Certificate of Occupancy (CofO)	Permanent	GC §34090
Community & Econ. Develop. / Building	Copyright Release Forms / Requests & Permissions to Receive Copies of Plans (to and from Architects)	2 years	GC §34090
Community & Econ. Develop. / Building	Correction Notices - Building	Minimum When Permit is Finalized	GC §34090
Community & Econ. Develop. / Building	Geotechnical and Soils Reports / Structural Calculations (all)	Permanent	GC §34090
Community & Econ. Develop. / Building	Plan Check Comments	Minimum When Permit is Finalized	GC §34090
Community & Econ. Develop. / Building	Stop Work Notices	Minimum When Permit is Finalized	GC §34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
BUILDING			
Community & Econ. Develop. / Econ. Develop.	Business Improvement District (BID) / Property Business Improvement District (PBID) / Tourism Business Improvement District (TBID)	10 years	GC §34090
Community & Econ. Develop. / Econ. Develop.	Economic Development Projects (IF the Content relates in a SUBSTANTIVE way to the conduct of the public's business)	Minimum 2 years	GC §34090
Community & Econ. Develop. / Econ. Develop.	Property Management: Tenant / Leases, etc.	Completion of Lease + 2 years	GC §34090
Community & Econ. Develop. / Econ. Develop.	Recorded Documents Redevelopment Projects & Project Areas Real Property: Deeds, Easements, Rights of Way **(City Clerk retains final recorded document)**	Permanent	GC §34090(a)
HOUSING			
Community & Econ. Develop. / Housing	Housing Programs: Affordable Housing Projects, Rehabilitation, First Time Home Buyers, HOME / CDBG Housing Projects **WITHOUT a Recapture / Resale Restriction**	Loan Pay-off + 5 years	HUD requires 5 years after the agreement terminates; Consistent with Consolidated Plan Requirements; Required for 3-4 years from expenditure or performance report; 2 CFR 200.333; 24 CFR 92.508(a)(c), & 570.502, 982.158, 884.214; 29 CFR 97.42; GC §34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
HOUSING			
Community & Econ. Develop. / Housing	Housing Programs: Affordable Housing Projects, Rehabilitation, First Time Home Buyers, HOME, Affordable Covenants and Restrictions / CDBG Housing Projects **WITH a Recapture / Resale Restriction**	5 years after the Affordability Period Terminates, or the Written Agreement Terminates, Whichever is Longer	HUD requires 5 years after the project completion; documents imposing recapture / resale restrictions are 5 years after the affordability period terminates; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report; 2 CFR 200.333; 24 CFR 92.508(a)(c)(2) & 570.502(b), 982.158, 884.214; 29 CFR 97.42, GC §34090
Community & Econ. Develop. / Housing	Redevelopment Projects & Project Areas (**Ensure Planning has all Environmental Documents, Engineering has all CIP Projects, and City Clerk has all Real Property records for Permanent retention)**	Completion + 10 years	GC §34090
Public Works / Engineering	Redevelopment Projects & Project Areas **CIP Projects built by Redevelopment Agency, if any**	Send to Engineering	GC §34090
Community Development / Planning	Redevelopment Projects & Project Areas **Environmental Documents / CEQA Permits, EIRs, Categorical Exemptions, Negative Declarations, etc.**	Send to Planning	GC §34090
Community & Econ. Develop. / Housing	Tracy Homelessness Advisory Commission **AGENDAS & STAFF REPORTS**	Minimum 4 years	GC §34090
Community & Econ. Develop. / Housing	Tracy Homelessness Advisory Commission **AUDIO RECORDINGS**	Minimum 7 years	Audio Required for 30 days: GC §54953.5(b)
Community & Econ. Develop. / Housing	Tracy Homelessness Advisory Commission **MINUTES**	Permanent	GC §34090(e)

Office of Record	Records Description	Total Retention Time	Comments / Reference
PLANNING			
Community & Econ. Develop. / Planning	**Planning Projects - Discretionary & Ministerial - Approved Permanent Entitlements & Permits (Includes Associated CEQA Noticing, Conditions of Approval, Environmental Determinations, Staff Reports, Plans, Soils Reports, Uniform Development Application, etc.)** Examples: Conditional Use Permits (CUPs) Development Permit, General Plan / General Plan Amendments, Lot Line Adjustment, Rezones, Sign Permits, Specific Plan Tentative Subdivision Maps / Parcels Maps, Use Permits Variance, Zoning Clearance, Zoning Ordinance / Updates	Permanent	Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC §34090, 34090.7
Community & Econ. Develop. / Planning	Advanced Planning / Long Range Planning / Project Implementation (Final Documents only)	Permanent	GC §34090
Community & Econ. Develop. / Planning	Aerial Photographs (Historical)	Permanent	GC §34090
Community & Econ. Develop. / Planning	Annexations / Boundaries / Consolidations / LAFCO	Permanent	GC §34090
Census Bureau	Census, Demographics	When No Longer Required	(Non-Records - Census Bureau is OFR)
Community & Econ. Develop. / Planning	Environmental Determinations: Environmental Impact Reports (EIRs), Negative Declarations, etc.) / CEQA **- Where Planning is the Lead Correspondence and staff notes** that provide insight into the project or the agency's CEQA compliance with respect to the project	Project Approval or Denial + 2 years	Not all internal communications and notes are required to be saved; "E-mails that do not provide insight into the project or the agency's CEQA compliance with respect to the project — are not within the scope of section 21167.6, subdivision (e) and need not be retained." Golden Door Properties, LLC v. Superior Court of San Diego County (2020) 53 Cal.App.5th 733; PRC 21167,6; GC §34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
PLANNING			
Community & Econ. Develop. / Planning	Environmental Determinations: Environmental Impact Reports (EIRs), Negative Declarations, Notice of Exemption (NOE), etc.) / CEQA **Inside City boundaries - Where Planning is the Lead**	Permanent	Usually filed in the project file; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC §34090
Community & Econ. Develop. / Planning	General Plan, Elements and Amendments / Master Plans, Specific Plans, Land Use Plans and Amendments; General Plan Interpretations	Permanent	GC §34090
Community & Econ. Develop. / Planning	Historical Designations / Historical Landmarks	Permanent	GC §34090
Community & Econ. Develop. / Planning	Materials Boards	When No Longer Required	Preliminary drafts not retained in the ordinary course of business; GC §34090
Community & Econ. Develop. / Planning	Planning Commission **- AGENDAS & STAFF REPORTS**	Permanent	GC §34090 et seq.
Community & Econ. Develop. / Planning	Planning Commission - **AUDIO or VIDEO RECORDINGS**	Minimum 7 years	Audio Required for 30 days; GC §54953.5(b); video recordings of meetings are required for 90 days; GC §34090.7
Community & Econ. Develop. / Planning	Planning Commission **- MINUTES**	Permanent	GC §34090(e)
Community & Econ. Develop. / Planning	Regulatory Business Permits (Approved & Unapproved) Cannabis Permits	No Longer In Business + 2 years	GC §34090
Community & Econ. Develop. / Planning	Temporary Use Permits (Approved & Unapproved)	Expiration + 2 years	GC §34090
Community & Econ. Develop. / Planning	Zoning Clearance Forms / Zoning Verification Letters	Permanent	GC §34090
Community & Econ. Develop. / Planning	Zoning Maps (Historically Significant)	Permanent	GC §34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
PLANNING			
Community & Econ. Develop. / Planning	Zoning Ordinance Amendments / Zone Changes	Permanent	GC §34090.7

CITY ATTORNEY'S OFFICE			
Office of Record	**Records Description**	**Total Retention Time**	**Comments / Reference**
LEGAL (CITY ATTORNEY)			
Legal	Amicus Briefs	Minimum 2 years	GC §34090
Legal	City Attorney Opinions	10 years	GC §34090
Legal	Invoices for Attorneys / Backups without redactions except for HR matters	4 years	Meets municipal government auditing standards; Statute of Limitations is 4 years; GC §34090,
Legal	Lawsuits / Litigation - May include correspondence, pleadings, transcripts, appeals, Court Decisions, etc. Send Settlement Agreements to the City Clerk	Final Resolution + 4years	Meets municipal government auditing standards; Statute of Limitations is 4 years; CCP §§337 et seq., 343; GC §34090,

CITY CLERK'S OFFICE			
Office of Record	**Records Description**	**Total Retention Time**	**Comments / Reference**
CITY CLERK			
City Clerk	Agenda Packets: **City Council, Public Financing Authority, Redevelopment Agency, Successor Agency, Oversight Board** Includes Appeals, Budgets, Annual Financial Reports (CAFR, ACFR)	Permanent	GC §34090
City Clerk	Agreements & Contracts, Amendments - **ALL - AFTER SCANNING / IMAGING, OR INFRASTRUCTURE, JPAs, MOUs** *Agreement or Contract includes all contractual obligations (e.g. Scope of Work, all attachments and exhibits)* **Examples of Infrastructure**: Architects, Buildings, bridges, covenants, development, environmental, Joint Powers, MOUs, park improvements, property & property restrictions, redevelopment, reservoirs, sewers, sidewalks, street & alley improvements, settlement, subdivisions, utilities, water, etc.	Permanent	All infrastructure contracts should be permanent for emergency response; Statute of Limitations is 10 years for Errors & Omissions; 4 years for all contracts; CCP §§337. 337.1(a), 337.15, 343; GC §34090, Contractor has retention requirements in 48 CFR 4.703(a)
City Clerk	Agreements & Contracts, Amendments - **NON-INFRASTRUCTURE, Professional Services Agreements, Tenant / Lease Agreements - NOT SCANNED / IMAGED** *Agreement or Contract includes all contractual obligations (e.g. Specifications and Successful Proposal or Scope of Work)* **Examples of Non-Infrastructure**: Consultants, Franchises, Landscaping, Painting, Slurry Seals (Paving), Tree Trimming, Leases, Personnel, Professional Services, etc.	Completion + 10 years	Meets municipal government auditing standards; Statute of Limitations is 4 years; 10 years for Errors & Omissions; CCP §§337. 337.1(a), 337.15, 343; GC §34090, Contractor has retention requirements in 48 CFR 4.703(a)

Office of Record	Records Description	Total Retention Time	Comments / Reference
CITY CLERK			
City Clerk	Administrative Hearings (Dangerous Animals, etc.)	Final Decision + 2 years	GC §34090
City Clerk	Board of Appeals **- MINUTES**	Permanent	GC §34090(e)
City Clerk	Board of Appeals **- AGENDAS & STAFF REPORTS**	Minimum 2 years	GC §34090 et seq.
City Clerk	Board & Commission / Committee Recruitment / Applications (All, whether appointed or not)	Minimum 2 years	GC §34090
City Clerk	Board & Commission / Committee Maddy Act Lists / Vacancy Notices	2 years	GC §34090
City Clerk	City Articles of Incorporation	Permanent	GC §34090
City Clerk	FPPC Economic Interest Filings (FPPC 700 Series Forms - Statement of Economic Interests): **DESIGNATED EMPLOYEES & CONSULTANTS** (specified in the City's Conflict of Interest code)	7 years	City maintains original statements; GC §81009(e)&(g)
City Clerk	FPPC Economic Interest Filings (FPPC 700 Series Forms - Statement of Economic Interests): **PUBLIC OFFICIALS / 87200 Filers** (elected & not elected. Includes City Council Members, Planning Commission Members, City Manager, City Treasurer & City Attorney)	7 years	Standard municipal government practice City maintains copies only; original statements are filed with FPPC; GC §81009(f)&(g)
City Clerk	FPPC Form 801 (Gift to Agency Report)	7 years	Must post on website; GC §81009(e)
City Clerk	FPPC Form 802 (Event Ticket / Pass Distributions Agency Report)	7 years	Should post on website for 4 years; GC §81009(e)
City Clerk	FPPC Form 803 (Behested Payment Report)	7 years	GC §81009(e)
City Clerk	FPPC Form 806 (Agency Report of Public Official Appointments)	7 years	Must post on website; 2 CCR 18705.5; 2 CCR 18702.5(b)(3); GC §34090; GC §81009€

Office of Record	Records Description	Total Retention Time	Comments / Reference
CITY CLERK			
City Clerk	Campaign Filings (FPPC 400 Series Forms & Form 501): **SUCCESSFUL CANDIDATES** (Elected Officials)	Permanent	Paper must be retained for at least 2 years; GC §81009(b)&(g)
City Clerk	Campaign Filings (FPPC 400 Series Forms): **THOSE NOT REQUIRED TO FILE ORIGINAL WITH CITY CLERK** (copies)	4 years	Paper must be retained for at least 2 years; GC §81009(f)&(g)
City Clerk	Campaign Filings (FPPC 400 Series Forms): **OTHER COMMITTEES** (PACS - not candidate- controlled)	7 years	Paper must be retained for at least 2 years; GC §81009(c)&(g)
City Clerk	Campaign Filings (FPPC 400 Series Forms, 501 Form): **UNSUCCESSFUL CNDIDATES**	5 years	Paper must be retained for at least 2 years; GC §81009(b)&(g)
City Clerk	Candidate File: Nomination Papers, Candidate Statement Forms, Ballot Designation Forms, etc. - **SUCCESSFUL CANDIDATES**	Term of Office + 4 years	CA law states term of office and 4 years after the expiration of term and does not delineate between the two; EC §17100
City Clerk	Candidate File: Nomination Papers, Candidate Statement Forms, Ballot Designation Forms, etc. - **UNSUCCESSFUL CANDIDATES**	Election + 4 years	CA law states term of office and 4 years after the expiration of term and does not delineate between the two; EC §17100
City Clerk	Elections - **GENERAL, WORKING or ADMINISTRATION** Files (Correspondence, Applications to fill a Vacancy on the City Council, Planning Commission, Precinct Maps, County Election Services, Candidate Statements to be printed in the Sample Ballot, Polling Locations and Precinct Board Members, Notices, Postings, etc.)	Minimum 2 years	GC §34090
City Clerk	Elections - **HISTORICAL** Files (Copies of Sample Ballot, Copy of Resolution Declaring Results, etc.)	Permanent	GC §34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
CITY CLERK			
City Clerk	Elections - Petitions (Initiative, Recall or Referendum) - **IF INSUFFICIENT**	Final Examination + 1-year after petition examination	Not accessible to the public; The 8-month retention applies after election results, or final examination if no election, unless there is a legal or FPPC proceeding. EC §§17200(b)(3), 17400
City Clerk	Elections - Petitions (Initiative, Recall or Referendum) - **IF SUFFICIENT**	Results + 8-months	Not accessible to the public; The 8-month retention applies after election results, or final examination if no election, unless there is a legal or FPPC proceeding. EC §§17200(b)(3), 17400
City Clerk	Improvement Districts: **Protest Letters / Ballots, Tabulation** (Notices and Mailing lists are retained by the department)	2 years	GC §53753(e)(2)
City Clerk	Ethics Training Certificates for City Council, Board and Commission Members, Employees	5 years	GC §§ 3105, 12946, 12960, 34090, 53235.2(b)
City Clerk	Historical Records / Archives, Photographs, & Historical Projects (e.g. City Anniversaries, Incorporation, City Seal, Awards of significant historical interest, Grand Openings, etc.)	Permanent	City Clerk determines historical significance; records can address a variety of subjects and media. Some media (e.g. audio and video tape) may be limited because of the media's life expectancy; GC §34090
City Clerk	Minutes: **City Council, Public Financing Authority, Redevelopment Agency, Successor Agency, Oversight Board**	Permanent	GC §34090(e)
City Clerk	Ordinances	Permanent	GC §34090(e)
City Clerk	Petitions (submitted to Council on any subject - Dog Parks, Parking, Traffic Calming, etc.) See Elections for Initiative, Recall or Referendum Petitions	1 year	Law requires 1 year for petitions; GC §50115
City Clerk	Proclamations & Certificates	2 years	GC §34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
CITY CLERK			
City Clerk	Public Records Requests / Subpoenas Duces Tecum / Summons / **Next Request**	2 years	GC §34090
City Clerk	Recorded Documents: Deeds, Easements, Final Order of Condemnation, Full Reconveyance, Liens, Notice of Completion, Rights of Way	Permanent	GC §34090(a)
City Clerk	Resolutions: **City Council, Public Financing Authority, Redevelopment Agency, Successor Agency, Oversight Board**	Permanent	GC §34090(e)
City Clerk	Vehicle Titles (Pink Slips)	Sale or Disposal	Given to Auction House / New Owner; GC §34090
City Clerk	Bonds: CIP Labor & Materials, Performance Bonds, Letters of Credit, Encroachment Permits, Monitoring Bonds	Processes Notice of Completion and release of bonds to Department	Security; GC §34090
City Clerk	Recordings: Audio Recordings / Video Recordings of City Council Meetings, all Boards & Commissions	Minimum 7 years	Audio Required for 30 days; GC §54953.5(b); video recordings of meetings are required for 90 days; GC §34090.7

OFFICE OF THE CITY MANAGER			
Office of Record	**Records Description**	**Total Retention Time**	**Comments / Reference**
CITY MANAGER			
City Manager	FPPC Economic Interest Filings (FPPC Form 635 / 602) - **Lobbyist Authorization / Reporting**	5 years	2 CCR 18615(f), GC §34090
City Manager	Legislative Advocacies, Support or Opposition to proposed Federal or State Legislation	Minimum 2 years	GC §34090
City Manager	Project Files / Subject Files (Subject will change over time)	Minimum 2 years	GC §34090 et seq.
Finance	Travel Records / Expense Reports	Copies - When No Longer Required	GC §34090.7
PUBLIC INFORMATION OFFICER (PIO)			
City Manager / PIO	City Newsletters	Minimum 2 years	GC §34090
City Manager / PIO	Public Relations / Press Releases (except for Police)	Minimum 2 years	GC §34090
GRAND THEATRE			
The Grand	Art Exhibits / Temporary Art In Public Places **(Temporary Exhibits or Displays / Temporary Events) – Completed** Temporary artwork displays, or cultural Arts	Completion + 2 years	GC §34090
The Grand	Art In Public Places Program / Public Art **(ALL Projects) - Proposed / Not Completed** Proposed or Unsuccessful Permanent or Temporary (not purchased, nor installed projects)	Minimum 2 years	GC §34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
GRAND THEATRE			
The Grand	Art In Public Places Program / Public Art **(Permanent Projects) – Completed** Permanent artworks, including deaccessioned artworks (materials, specifications, artist, etc.)	Permanent	GC §34090
The Grand	Art Inventory & Acquisition Invoices (Documentation of Value)	Permanent	GC §34090
The Grand	Arts Commission **AGENDAS & STAFF REPORTS**	Minimum 4 years	GC §34090
The Grand	Theatre House Reports	When No Longer Required	Preliminary drafts not retained in the ordinary course of business; GC §34090
The Grand	Ticket Stubs / Receipts / Unsold Ticket Stock	When No Longer Required	Preliminary drafts not retained in the ordinary course of business; GC §34090
The Grand	Arts Commission **AUDIO RECORDINGS**	Minimum 2 years	Audio Required for 30 days; GC §54953.5(b)

ENGINEERING DEPARTMENT			
Office of Record	**Records Description**	**Total Retention Time**	**Comments / Reference**
ENGINEERING			
Engineering	Assessment Districts / Community Facilities Districts / Landscaping Districts / Street Lighting Districts / Special Districts **Formation, Engineers Reports**	Permanent	GC §34090
Engineering	Benchmarks	Permanent	GC §34090
Engineering	Bonds: CIP Labor & Materials, Performance Bonds, Letters of Credit, Encroachment Permits, Monitoring Bonds (Kept with City Clerk)	Release of Bond / Letter of Credit	Security; GC §34090
Engineering	Bonds: Private Development Labor & Materials, Performance Bonds, Letters of Credit, Encroachment Permits, Monitoring Bonds	Release of Bond / Letter of Credit	Security; GC §34090
Lead Dept. (Managing the Project)	Capital Improvement Projects (CIP): **MAINTENANCE-ONLY PROJECTS - No Change in Infrastructure** All Final Records (Plans, RFP / Specifications & Addenda, Successful Proposal, Change Orders, Notice of Completion, Photos, etc.)	Completion + 5 years or After Funding Agency Audit, if required, whichever is longer	Statute of Limitations for Errors & Omissions not applicable; Some grant funding agencies require audits; Statute of Limitations: Contracts & Spec's=4 years, CCP §337 et. seq., GC §34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
ENGINEERING			
Lead Dept. (Managing the Project)	Capital Improvement Projects (CIP): **Administration File / Construction Management** Project Administration, Certified Payrolls, Certificate of Compliance, Construction Manager's Logs, Correspondence, Costs, Estimates, Daily Inspections, Insurance Certificates, Permits for Construction, Preliminary Notices, Project Schedules, Public Relations, Meeting Agendas & Minutes, Monthly Reports, Notices, Real Estate Appraisals, RFIs / RFQs, Safety. SWPPP / WPCP, etc.	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; CCP §337 et. seq., GC §34090
Lead Dept. (Managing the Project)	Capital Improvement Projects (CIP): **Permanent File** Plans, RFP / Specifications & Addenda, Successful Proposal, Change Orders, EIRs, Negative Declarations, Categorical Exemptions, Materials Testing Reports, Grading Permits, Hazardous Materials, Notice of Completion, Photos, Record Drawings Soils Reports, Studies, Submittals, Surveys, etc.	Permanent	Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); CCP §337 et. seq., GC §34090
Lead Dept. (Managing the Project)	Drawings, Maps **Record Drawings,** Large-Format Drawings, Survey Record Maps, Capital Improvement Project "As-Built"	Permanent	Drafts should be destroyed; GC §34090
Lead Dept. (Managing the Project)	Capital Improvement Projects (CIP): **Design & Construction Standards** – Authored by the City for Construction of City Infrastructure (CIP or Land Development)	Permanent	GC §34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
ENGINEERING			
Lead Dept. (Managing the Project)	Capital Improvement Projects (CIP): **Environmental Determinations: Correspondence and internal staff notes** that provide **insight into the project or the agency's CEQA compliance with respect to the projec**t Environmental Impact Reports (EIRs), Negative Declarations, etc.) / CEQA	Project Approval or Denial + 2 years	Not all internal communications and notes are required to be saved; "E-mails that do not provide insight into the project or the agency's CEQA compliance with respect to the project — are not within the scope of section 21167.6, subdivision (e) and need not be retained." Golden Door Properties, LLC v. Superior Court of San Diego County (2020) 53 Cal.App.5th 733; PRC 21167,6; GC §34090
Engineering	Encroachment Permits: **Temporary Permits** (Excavation, Street Permits, Temporary Construction, Sidewalk Repairs, Special Event Permits, Street Cuts, Tree Removal Traffic Control, Transportation Permits, Utility Cuts (Installation & Patching), etc.) Includes Insurance Certificates	Expiration + 2 years	GC § 34090
Engineering	Encroachment Permits: **Permanent** (Structures in the City's Right of Way, Retaining Walls, etc.) Includes Insurance Certificates	Permanent	GC §34090
Engineering	Grading Permits	Permanent	GC §34090
Engineering	Private Development: **Administrative Records** Construction Inspections, Photos, Progress Meetings, Project Schedules, etc.	Completion + 10 years	Statute of Limitations is 4 years; 10 years for Errors & Omissions; land records are permanent by law; CCP §§337. 337.1(a), 337.15, 343; GC §34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
ENGINEERING			
Engineering	Private Development: **Permanent Records** Abandonments, Certificate of Acceptance / Approval (copy), Dedications, Deeds (copies) Drainage, Driveway, Easements (copies), Geotechnical and Soil Reports / Hydrology Reports, Private Lab Verifications, Testing Lab Final Reports, Rights of Way (copies), Studies, Reports, etc.	Permanent	Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); CCP §337 et. seq., GC §34090
Engineering	Recorded Documents / Real Property: Easements, Right of Ways, Abandonments / Vacation, Liens / Lien Releases **(City Clerk retains final recorded document, Deeds / City Owned Property)**	Permanent	GC §34090(a)
Engineering	Subdivision Maps / Parcel Maps	Permanent	GC §34090
Engineering	Surveys, Record of Survey	Permanent	GC §34090
Engineering	Traffic Calming Requests (Speed Humps, Red Curbs, Stop Signs, etc.)	Minimum 10 years	GC §34090
Police or State of California	Traffic Collision Reports / SWTRS	Copies - When No Longer Required	GC §34090.7
Engineering	Traffic Counts / Traffic Studies	10 years	GC §34090
Engineering	Traffic Speed Surveys	10 years	GC §34090
Engineering	Traffic Stop Sign Warrants	10 years	GC §34090
Engineering	Transportation Plans / Master Plans	Permanent	GC §34090

FINANCE DEPARTMENT			
Records Description	**Total Retention Time**	**Comments / Reference**	**Records Description**
FINANCE / ADMINISTRATION			
Finance / Admin.	Financial Services Database / ERP Database (Tyler Munis)	Minimum 5 years	Meets auditing standards; GC §34090
Finance / Admin.	Audit Reports / Annual Comprehensive Financial Report (ACFR) and related Audit Opinions	Permanent	GC §34090 et seq.
Finance / Admin.	Audit Work Papers	Drafts - When No Longer Required	GC §34090
Finance / Admin.	Audits - Single Audits / Transportation Audits / PERS Audit, FEMA or OES Audits, etc.	5 years	GC §34090
Finance / Admin.	Bonds & Bond Sales / Official Statements / Transcripts / Certificates of Participations (COPs) / General Obligation Bonds / Revenue Bonds / Assessment District Bonds / CFD Bonds - Includes Continuing Disclosure Reports See Bank Statements for statement retention.	Fully Defeased + 10 years	Statute of Limitations for bonds, mortgages, trust deeds, notes or debentures is 6 years; Bonds issued by local governments are 10 years; There are specific requirements for disposal of unused bonds; CCP §§336 et seq. 337.5(a); 26 CFR 1.6001-1(e): GC §43900 et seq.
Finance / Admin.	Investment Reports	5 years	Meets auditing standards; GC §34090
Finance / Admin.	Finance Committee - **AUDIO RECORDINGS**	30 days, or After Minutes have been Approved, whichever is Longer.	Audio Required for 30 days: GC §54953.5(b)
Finance / Admin.	Finance Committee - **VIDEO RECORDINGS**	Minimum 7 years	Video recordings of meetings are required for 90 days GC §34090.7
Finance / Admin.	Finance Committee **- AGENDAS & STAFF REPORTS**	Minimum 5 years	GC §34090 et seq.
Finance / Admin.	Finance Committee **- MINUTES**	Permanent	GC §34090(e)

Records Description	Total Retention Time	Comments / Reference	Records Description
FINANCE / ADMINISTRATION			
Finance / Admin.	Investments / Arbitrage / Bonds (Receipts / Advisor Reports / Trade Tickets / LAIF (Local Agency Investment Fund))	5 years	Meets auditing standards; FTC Reg's rely on "self- enforcement"; GC§§ 34090, 43900
Finance / Admin.	Measure V Oversight Committee - **AUDIO RECORDINGS**	30 days, or after Minutes have been Approved, whichever is Longer.	Audio Required for 30 days: GC §54953.5(b)
Finance / Admin.	Measure V Oversight Committee - **VIDEO RECORDINGS**	Minimum 4 years	video recordings of meetings are required for 90 days: GC §34090.7
Finance / Admin.	Measure V Oversight Committee **- AGENDAS & STAFF REPORTS**	Minimum 5 years	GC §34090 et seq.
Finance / Admin.	Measure V Oversight Committee **- MINUTES**	Permanent	GC §34090(e)
Finance / Admin.	Elections - Prop. 218 **- Notices and Mailing lists**	2 years	GC §53753(e)(2)
FINANCE / BUDGET			
Finance / Budget	Budgets - Adopted / Final	Permanent	GC §34090 et seq.
Finance / Budget	Budgets - Preliminary, Backup Documents	Drafts - When No Longer Required	Preliminary Drafts / Content Not Substantive; GC §34090 et seq.
FINANCE / BUSINESS LICENCE			
Finance / Business License	Business License / **Database** (HdL)	Minimum 5 years	Data is interrelated; GC §34090, H&S §19850
Finance / Business License	Business License **Applications**	5 years	Meets auditing standards; GC §34090 et seq.
Finance / Business License	Business License **Registrations and Renewals**	5 years	Meets auditing standards; GC §34090 et seq.

Records Description	Total Retention Time	Comments / Reference	Records Description
FINANCE / CUSTOMER SERVICE			
Finance / Customer Service	Customer Service Database	Minimum 5 years	Data Fields / Records are interrelated; GC §34090
(Bank)	Checks deposited to Bank (City scans them for the Bank, rather than physically taking the checks to the bank to deposit them.)	Follow Bank Instructions	These are bank instruments, and not City records; per bank agreement.
Finance / Customer Service	Collection Agency Assignments / Unpaid Accounts	5 years	Negative credit information remains on credit reports for 7 - 10 years; Meets auditing standards; City does not Lien property (Liens are good for 10 years from recording date, and may be extended by re-recording lien); WC 36729; GC §34090
Finance / Customer Service	Low Income Rate Assistance Applications	5 years	Meets auditing standards; GC §34090 et seq.
Finance / Customer Service	Payment Stubs / Water Receipts / Utility Receipts (when payment is submitted)	When No Longer Required	Preliminary Documents - payments can be made without including the stub; GC §34090 et seq.
Finance / Customer Service	Water Billing: Appeals - Payment Delinquency & Impending Discontinuation	Final Decision + 2 years	Documented or attached to Customer Record in database GC §34090; H&S §116908
Finance / Customer Service	Water Billing: Non-payment Notices / Notice of Payment Delinquency & Impending Discontinuation	When No Longer Required	Documented or attached to Customer Record in database GC §34090; H&S §116908
Finance / Customer Service	Water Billing: NSF Checks / Adjustments to Customer accounts	When No Longer Required	Documented or attached to Customer Record in database GC §34090; H&S §116908
Finance / Customer Service	Water Billing: Payment Plans: Amortization, Alternative Payment Plans, Deferrals, etc.	Expiration or Completion of Payment Plan	Documented or attached to Customer Record in database GC §34090; H&S §116910

Records Description	Total Retention Time	Comments / Reference	Records Description
FINANCE / CUSTOMER SERVICE			
Finance / Customer Service	Water Billing: Policy on Discontinuation of Residential Service for Nonpayment	When Superseded; Minimum 2 years	Must post to Website; H&S §116906; GC §34090
Finance / Customer Service	Water Billing: Report of Annual Discontinuations of Residential Service	Minimum 2 years	Must post to Website; H&S §116918; GC §34090
FINANCE / GENERAL ACCOUNTING			
Finance / General Accounting	Travel Records / Expense Reports	Copies - When No Longer Required	GC §34090.7
Finance / General Accounting	1099's, 1096's, DE542 (California Report of Independent Contractors)	5 years	IRS: 4 years after tax is due or paid (longer for auditing & contractor delinquency); Ca. FTB: 3 years; IRS Reg §31.6001- 1(e)(2), R&T §19530, GC §34090; 29 USC 436
Finance / General Accounting	Accounts Payable / Invoices and Backup (Includes Invoices, Purchase Orders, Travel Expense Reimbursements, Warrant Request, Vouchers, etc.)	5 years	Meets municipal government auditing standards; GC §34090
Finance / General Accounting	Accounts Receivable / Revenue / Our Invoices to Outside Entities: Insurance Companies, Franchise Fees, DUI Billing, Transient Occupancy Tax (TOT), Auctions of Surplus Property, Credit Card Payment Receipts, Tenant Billing / Rent, etc.	5 years	GC §34090
Finance / General Accounting	Assessment Districts, Community Facilities Districts (CFDs), Landscape Maintenance Districts (LMDs) **Accounting, Assessor Tax Rolls**	5 years	Meets auditing standards; GC §34090

Records Description	Total Retention Time	Comments / Reference	Records Description
FINANCE / GENERAL ACCOUNTING			
Finance / General Accounting	Bank Statements and Trustee Statements, Fiscal Agent Statements, Trustee Statements, Investment Account Statements, Pars Statements, Bank Reconciliations, Wire Transfers	5 years	GC §§34090, 26 CFR 31.6001-1
Finance / General Accounting	Checks / Warrant Register Report (issued)	5 years	Meets auditing standards; GC §34090
Finance / General Accounting	Checks / Warrants (Cashed or Returned / NSF)	5 years	Meets auditing standards; GC §34090
Finance / General Accounting	Daily Cash Summaries, Bank Deposits, Bank Transmittal Advice, Cashier's Reports	5 years	GC §§34090, 26 CFR 31.6001-1
Finance / General Accounting	Escheat (Unclaimed money / uncashed checks)	5 years	All tangible property held by government agencies escheats after 3 years; Statute of Limitations is 1 year for seized property; CCP §§340(d), 1519; GC §34090
Finance / General Accounting	Fixed Assets - Annual Listing (Source Documents)	5 years	Meets auditing standards; GC §34090
Finance / General Accounting	Journal Entries / Journal Vouchers / Budget Adjustments	5 years	Statute of Limitations is 4 years; GC §34090, CCP § 337
Finance / General Accounting	Reports, Financial Reports Created by the Finance Database, General Ledgers Subsidiary Ledgers, Reconciliations, Registers, Transaction Histories, Balance Sheets, etc.	When No Longer Required	Financial system can re-create reports accurately; GC §34090

Records Description	Total Retention Time	Comments / Reference	Records Description
FINANCE / GENERAL ACCOUNTING			
Finance / General Accounting	Reports: Annual State or Federal: State Controller's Report, Local Government Compensation Report, Gas Tax, MOE (Maintenance of Effort) Report, Fixed Charge Special Assessment Report, Public Self Insurer Report (SIP Report), Street Report, etc.	5 years	Meets auditing standards; GC §34090
Finance / General Accounting	W-9s	Vendor Inactive + 5 years	Meets IRS auditing standards; GC §34090
Lead Depart.	Financial Services Database / ERP Database (Tyler Munis)	Minimum 5 years	Meets auditing standards; GC §34090
FINANCE / PAYROLL			
Finance / Payroll	1095-C, 1094-C (Employer-Provided Health Insurance Offer and Coverage) & Transmittal Form)	5 years	Instructions state "Generally, keep copies of information returns you filed with the IRS or have the ability to reconstruct the data for at least 3 years, from the due date of the returns"; GC §34090
Finance / Payroll	CalPERS Reports, Annual Valuation Reports, Actuarial Valuation Reports, Annual Employer Statements	5 years	Most recent records are stored on CalPERS website; Department Preference; Retained to match other auditing periods; GC §34090
Finance / Payroll	Checks / Warrant Register Report - Payroll Only	5 years	GC §34090
Finance / Payroll	Checks / Warrants - Cancelled - Payroll Only	5 years	GC §34090, 26 CFR 31.6001-1
Finance / Payroll	DE-34 (California EDD Report of New Employees)	5 years	Instructions state "Generally, keep copies of information returns you filed with the IRS or have the ability to reconstruct the data for at least 3 years, from the due date of the returns"; GC §34090

Records Description	Total Retention Time	Comments / Reference	Records Description
FINANCE / PAYROLL			
Finance / Payroll	DE-6, DE-7, DE-9 DE-43, W-3, & DE-166, 941 Forms, IRS 5500 Forms (Employee Benefit Plans), PERS / FICA & Medicare Adjustments - Quarterly Payroll Tax Returns / OASDI, Federal Tax Deposits, Adjustments, etc.	5 years	IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530; 29CFR 516.5 - 516.6, 29USC 436, GC §34090
Finance / Payroll	Employee Payroll File (may include W-4s)	Separation + 4 years	IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530; 29CFR 516.5 - 516.6, 29USC 436, GC §34090
Finance / Payroll	Garnishments, Child Support, Court Orders regarding Employee Wages	Completion + 5 years	GC §34090
Finance / Payroll	Payroll Reports (includes Leave Registers, time Transaction Reports, etc.)	5 years	GC §34090
Finance / Payroll	PERS Statements	5 years	GC §34090
Finance / Payroll	Time Sheets / Timecards / Overtime Sheets / Overtime Cards / Time Keeping **Database** (ESS)	5 years	IRS requires 4 years; Ca. requires 2 yr min.; FTB keeps 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530; LC § 1174(d); 29 CFR 516.5; GC §34090; 8 CCR 11040.7(c); 29 CFR 516.5 & 516.6(c);
Finance / Payroll	W-2's	5 years	IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530; 29CFR 516.5 - 516.6, 29USC 436, GC §34090
Finance / Payroll	W-4's	No Longer in Effect + 4 years	IRS Regulation 31-6001-1 four years after the due date of such tax for the return period to which the records relate, or the date such tax is paid, whichever is the later. GC §34090; 26 CFR 31.6001-1

HUMAN RESOURCES DEPARTMENT			
Office of Record	**Records Description**	**Total Retention Time**	**Comments / Reference**
HUMAN RESOURCES			
Human Resources	**ERP Database** / Financial Services Database / (Tyler Munis)	Permanent	Data Fields / Records are interrelated; Contains original Personnel Action Entries; 26 CFR 31-6001-1; 29 CFR 1602.31 & 1627.3(b)(1), GC §§ 3105,
Human Resources	Administrative Policies (Policies that Affect more than one Department)	When Superseded - Minimum 4 years	State Law requires 4 years for all personnel actions; EEOC / FLSA / ADEA (Age) requires 1-3 years; 29 CFR 1627.3(b)(1), 29 CFR 1602.14 et seq.2 CCR 11013(c); GC §§12946, 12960, 34090
Human Resources	Benefit Plan Documents (CalPERS, Dental, Vision, etc.)	Duration of the Contract + 6 years	EEOC / ADEA (Age) requires 1 year after benefit plan termination; Federal law requires 6 years after filing date for retirement; State Law requires 4 years after personnel actions; 29 CFR 1627.3(b)(2); 29 USC 1027; 28 CCR 1300.85.1; GC §34090
Human Resources	California Civil Rights Department (CRD) / Department of Fair Employment & Housing (DFEH or EEOC) Claims / Harassment Claims	Separation + 6 years	All State and Federal laws require retention until final disposition of formal complaint; State requires 4 years after "fully and finally disposed"; 2 CCR 11013(c); GC §§12946, 12960, 34090
Human Resources	Classification / Reorganization Studies (for employee classifications and department structures)	Completion +5 Years	Bureau of National Affairs recommends 2 years for all supplementary Personnel records; Wage rate tables are 1 or 2 years; State requires 2 years; 29 CFR 516.6, 29 CFR 1602.14, GC §§12946, 12960, 34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
HUMAN RESOURCES			
Human Resources	Compensation Surveys & Studies	Minimum 3 years	Bureau of National Affairs recommends 2 years for all supplementary Personnel records; Wage rate tables are 1 or 2 years; State requires 2 years; 29 CFR 516.6(2), 29 CFR 1602.14, GC §§12946, 12960, 34090
Human Resources	Contracts for Investigators (Employees Only) Excludes Police	Completion + 5 years	Statute of Limitations for contractual obligations is 4 years; CCP §§337. 337.1(a), 337.15, 343; GC §34090
Human Resources	Deferred Compensation (City Statements)	5 years	Produced by Deferred Comp. Provider; GC §304090, 26 CFR 31.6001.1
Human Resources	DMV Pull Notices	When Superseded or Upon Separation	Transitory or source records not retained in the ordinary course of business; CHP audits every 2 years; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; GC §34090
Human Resources	EDD Claims & Forms (Employment Development Department) / Unemployment Claims	Close + 5 years	GC §34090
Human Resources	Employee Investigations	Separation + 6 years	Department preference to match retention for personnel files; statute of limitations for EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; 29 CFR 1602.31 & 1627.3(b)(1), GC §§12946, 12960, 34090;

Office of Record	Records Description	Total Retention Time	Comments / Reference
HUMAN RESOURCES			
Human Resources	Employment Verifications (From lenders or other outside companies)	When No Longer Required	Non-records, content is not substantive; GC §34090 et seq.
Human Resources	Grievances	Separation + 6 years	Statute of limitations for retirement benefits is 6 years from last action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; 29 CFR 1602.31 & 1627.3(b)(1), GC §§ 3105, 12946, 12960, 34090; LC 1198.5; 26 CFR 31-6001-1; 53235.2(b); 53237.2(b)
Human Resources	I-9s	Separation +3 Years	Required for 1 year from termination or 3 years from hiring, whichever is later; EEOC / FLSA / ADEA (Age) requires 3 years for "any other forms of employment inquiry"; State Law requires 2 -3 years; 8 CFR 274a.2; 29 CFR 1627.3(b)(1); GC §§12946, 12960, 34090
Admin. / Board Secretary	Job Descriptions / Job Classification / Job Specifications	Minimum Superseded + 4 years	State Law requires 4 years from any Personnel Action; 29 CFR 1602.31 & 1627.3(b)(1), GC §§12946, 12960, 34090;
Human Resources	Labor Relations / Negotiation Notes	10 years	GC §34090 et seq.
Human Resources	Litigation - Employee Related (Final Settlement, Records with Significant Historical Value)	Permanent	GC §34090 et seq.

Office of Record	Records Description	Total Retention Time	Comments / Reference
HUMAN RESOURCES			
Human Resources	OSHA Logs - 200, 300, 301, 301A	5 years following end of calendar year	OSHA requires 5 years; State law requires 2 years; 8 CCR 14300.33(a), 8 CCR §3203(b)(1), GC §34090.7; LC §6429c
Human Resources	Personnel Files - **Employee Background File** Background Files which include Live Scan Responses / CORIs (Criminal Offender Record Information)	Separation + 6 years	EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; W- 4s are required four years after the due date of such tax for the return period to which the records relate, or the date such tax is paid, whichever is the later. 26 CFR 31-6001-1; 29 CFR 1602.31 & 1627.3(b)(1), GC §§ 3105, 12946, 12960, 34090; 53237.2(b), LC 1198.5
Human Resources	Personnel Files - **Employee File (Official Personnel File)** Includes Application, Discipline, Evaluations, Policy Acknowledgements, Employee's Oath of Office / Oath for Disaster Worker for employees, Council and Boards & Commissions, Harassment Prevention Training Certificates for employees, Council and Boards & Commissions, PAF / Personnel Action Forms, etc.)	Separation + 6 years for voluntary separation or retirement. Termination of benefits (including death benefits)	Statute of limitations for retirement benefits is 6 years from last action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; W- 4s are required four years after the due date of such tax for the return period to which the records relate, or the date such tax is paid, whichever is the later. 26 CFR 31-6001-1; 29 CFR 1602.31 & 1627.3(b)(1), GC §§ 3105, 12946, 12960, 34090; 53237.2(b), LC 1198.5

Office of Record	Records Description	Total Retention Time	Comments / Reference
HUMAN RESOURCES			
Human Resources	Personnel Files - **Medical File.** Medical Records excluding Pre-Employment Medical Clearance; ADA Accommodations, Fit for Duty, Respiratory Fit Tests, etc.	Medical records related to occupational exposure are duration of employment + 30 year Medical records related to claims is duration of claim + 5 years ADA/FMLA records, duration of employment + 3 years to comply with EEOC and DOL 5-year min outside of exposure records after claim is closed or after separation	Medical Files for all employees are required to be maintained at least the duration of employment plus thirty (30) years; Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i), GC §§12946, 12960, 34090
Human Resources	Recruitment and Testing File / NeoGov Database Includes Advertisements, Applications for Unsuccessful Candidates, Interview Notes, Job Brochures, Test Data, Testing Analysis & statistical Metric, Job Analysis, Rating Sheets, Scantrons, Background Checks, etc.	Expiration of eligible list + 4 years	State Law requires 4 years; EEOC / FLSA / ADEA (Age) requires 1-3 years; 29 CFR 1627.3(b)(1), 29 CFR 1602.14 et seq.2 CCR 11013(c); GC §§12946, 12960, 34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
RISK MANAGEMENT			
Risk Management	Accident / Incident Reports (Accidents or Incidents) - **MEMBERS OF THE PUBLIC** Employees are Workers Compensation Claims	2 years	GC §34090
Risk Management	Anonymous Hazard Reporting Forms	2 years	GC §34090
Risk Management	Claim Forms	Copies - When No Longer Required	Risk Management is the Office of Record for Claim Files; GC §34090
Risk Management	Claim for Damages / Claims Against the City / Verified Tort Claims	Final Resolution + 5 years	Municipal government auditing standards is 5 years - Finance retains records of payments; Statute of Limitations is 4 years; CCP §§337 et seq., 343; GC §34090,
Risk Management	Hazard Identification/Inspection Checklist	3-Years	GC §34090
Risk Management	Safety Committee/Safety Steering Committee Minutes	5 Years	GC §34090
Risk Management	Claim for Damages / Claims Against the City / Verified Tort Claims	Final Resolution + 5 years	Municipal government auditing standards is 5 years - Finance retains records of payments; Statute of Limitations is 4 years; CCP §§337 et seq., 343; GC §34090,
Risk Management	Insurance Policies - General Liability, Property, Fire, Theft, etc. (JPA)	Expiration + 4 years	Covers statute of limitations for contracts; CCP §337 et seq.; GC §34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
RISK MANAGEMENT			
Risk Management	Insurance Policies - Workers Compensation Excess Liability (JPA)	Expiration + 4 years	Covers statute of limitations; CCP §337 et seq.; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i); GC §§ 911.2, 34090
Risk Management	Livescan Applications for Volunteers (Excel)	Permanent	GC §34090
Risk Management	OSHA Citations and Inspections	5 years	OSHA requires 5 years; State law requires 2 years; 8 CCR §3203(b)(1), OMB 1220-0029; GC §34090; LC §6429c
Risk Management	Safety Committee / Safety Steering Committee	5 years	GC §34090 et seq.
Risk Management	Safety Investigations	5 years	OSHA requires 5 years; State law requires 2 years; 8 CCR §3203(b)(1), 29 CFR 1904.33, OMB 1220-0029, 8 CCR 14300.33; GC §34090 et seq.; LC §6429c
Risk Management	Subrogation Claims:/ Property Damage Claims / Restitution / Recovery of Damages to City Property / City's Invoices to Insurance Companies	Final Resolution + 2 years	GC §34090
Risk Management	Workers Compensation Claims (Includes all Accident, Incident, or Injury Reports from Employees)	Separation + 30 years; OR Termination of Benefits + 5 years (whichever is longer)	Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i), GC §§12946, 12960, 34090
Risk Management	Workplace Violence – Hazard identification, evaluation, correction, incident logs, investigations, etc.	5 years	LC §6401.9(f), GC §34090

Office of Record (OFR)	Records Description	Total Retention Time	Comments / Reference
INNOVATION & TECHNOLOGY			
Innovation & Technology	Backups - **DAILY, WEEKLY**	When No Longer Required	Used for Disaster Recovery Purposes Only; Considered a copy and can be destroyed when no longer required; GC §34090 et seq.
Innovation & Technology	Channel 26 Programming / Community Programming / Government Access Channel / Cable TV Programming	2 years	GC §34090 et seq.
Innovation & Technology	Boards, Committees, Commissions, Advisory Bodies: **Citizen Advisory Created by the City Council VIDEO RECORDINGS**	Minimum 4 years	Video recordings of meetings are required for 90 days: GC §34090.7
Innovation & Technology	Enterprise System Catalogue (Listing of Enterprise-wide Software, posted online - SB 272)	When Superseded	GC §34090 et seq.
Innovation & Technology	Network Configuration Maps & Plans	When No Longer Required	Preliminary documents not retained in the ordinary course of business; GC §34090 et seq.
Innovation & Technology	**UNALTERABLE MEDIA / IMMUTABLE CLOUD BACKUP /** (WORM / DVD-r / CD-r / Blue Ray-R / Optical Disk) or other unalterable media that does not permit additions, deletions, or changes	Follows Retention of Official Electronic Record	For legal compliance for Trustworthy Electronic Records (when the electronic record serves as the official record); must be stored in a "safe and separate location"; GC 34090, 12168.7, EVC 1550, 2 CCR 22620 et seq.
Innovation & Technology	Video Recordings - **Regular and Ongoing operations or Building Security** (e.g. Police Holding Cell or Evidence Room recordings) See City Clerk's schedule for City Council Video Recordings	1 year for the incident log and video recordings of incidents. 90 days for all other recordings	Records regular and ongoing operations or Building Security; GC §34090.6 et seq,
Innovation & Technology	Video Recordings - **Public Areas / Public Activity** (Does not record regular and ongoing operations)	When No Longer Required	Does not record regular and ongoing operations; GC §34090.6 et seq,

PARKS, RECREATION & COMMUNITY SERVICES DEPARTMENT			
Office of Record	**Records Description**	**Total Retention Time**	**Comments / Reference**
PARKS, RECREATION & COMMUNITY SERVICES			
Lead Dept. (Managing the Project)	Capital Improvement Projects (CIP): **MAINTENANCE-ONLY PROJECTS - No Change in Infrastructure** All Final Records (Plans, RFP / Specifications & Addenda, Successful Proposal, Change Orders, Notice of Completion, Photos, etc.)	Completion + 5 years or After Funding Agency Audit, if required, whichever is longer	Statute of Limitations for Errors & Omissions not applicable; Some grant funding agencies require audits; Statute of Limitations: Contracts & Spec's=4 years, CCP §337 et. seq., GC §34090
Lead Dept. (Managing the Project)	Capital Improvement Projects (CIP): **Administration File / Construction Management** Project Administration, Certified Payrolls, Certificate of Compliance, Construction Manager's Logs, Correspondence, Costs, Estimates, Daily Inspections, Insurance Certificates, Permits for Construction, Preliminary Notices, Project Schedules, Public Relations, Meeting Agendas & Minutes, Monthly Reports, Notices, Real Estate Appraisals, RFIs / RFQs, Safety. SWPPP / WPCP, etc.	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; CCP §337 et. seq., GC §34090
Lead Dept. (Managing the Project)	Capital Improvement Projects (CIP): **Drawings, Record Drawings,** Large-Format Drawings, Survey Record Maps, Capital Improvement Project "As-Built"	Permanent	Drafts should be destroyed; GC §34090
Lead Dept. (Managing the Project)	Capital Improvement Projects (CIP): **Permanent File** Plans, RFP / Specifications & Addenda, Successful Proposal, Change Orders, EIRs, Negative Declarations, Categorical Exemptions, Materials Testing Reports, Grading Permits, Hazardous Materials, Notice of Completion, Photos, Record Drawings Soils Reports, Studies, Submittals, Surveys, etc.	Permanent	Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); CCP §337 et. seq., GC §34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
PARKS, RECREATION & COMMUNITY SERVICES			
Lead Dept. (Managing the Project)	Capital Improvement Projects (CIP): **Design & Construction Standards** - Authored by the City for Construction of City Infrastructure (CIP or Land Development)	Permanent	GC §34090
Lead Dept. (Managing the Project)	Capital Improvement Projects (CIP): **Environmental Determinations: Correspondence and internal staff notes** that provide **insight into the project or the agency's CEQA compliance with respect to the projec**t Environmental Impact Reports (EIRs), Negative Declarations, etc.) / CEQA	Project Approval or Denial + 2 years	Not all internal communications and notes are required to be saved; "E-mails that do not provide insight into the project or the agency's CEQA compliance with respect to the project — are not within the scope of section 21167.6, subdivision (e) and need not be retained." Golden Door Properties, LLC v. Superior Court of San Diego County (2020) 53 Cal.App.5th 733; PRC 21167,6; GC §34090
Lead Dept.	Volunteer / Docent / Unpaid Intern Applications & Agreements (includes emergency contact information) - **Successful** Applicants	Inactive / Separation + 3 years	Courts may treat volunteers as employees in some actions; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§, 12960, 34090
Lead Dept.	Volunteer / Docent / Unpaid Intern Applications & Agreements - **Unsuccessful** or Pending Applicants	3 years	Courts may treat volunteers as employees in some actions; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§, 12960, 34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
PARKS, RECREATION & COMMUNITY SERVICES			
Lead Dept. (Responsible for the Work)	Work Orders / Service Requests **CMMS DATABASE** (Computerized Maintenance Management System) / **ASSET MANAGEMENT DATABASE**	Minimum 5 years	Data is interrelated; GC §34090
Lead Dept. (Responsible for the Work)	Work Orders / Service Requests - **All Information Entered in CMMS Database / ASSET MANAGEMENT DATABASE** (Paper drafts)	When No Longer Required	Preliminary drafts (the database is the original); GC §34090
Lead Dept. (Responsible for the Work)	Work Orders / Service Requests - **NOT entered in CMMS Database / ASSET MANAGEMENT DATABASE** (or partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	5 years	CCP §§338 et seq., 340 et seq., 342, GC §34090
Lead Div.	Registration **Database** - Arts & Recreation Applications, Waivers, Registration (ActiveNet)	Minimum 2 years	GC §34090
Lead Div.	Ticketing **Database** - Patrons, Tickets	Minimum 2 years	GC §34090
Lead Div.	Volunteer **Database** - (Volunteer Pro)	Minimum 3years	Courts may treat volunteers as employees in some actions; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§, 12960, 34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
PARKS, RECREATION & COMMUNITY SERVICES / LEAD DIVISION			
Lead Div.	Applications / Participants' Registration / Liability Forms / Release of Liability Forms / Photo Releases / Waivers of Liability / Permissions: Camps, Field Trips, Authorization to give Medicine, etc.	2 years	GC §34090
Lead Div.	Contracts for Performances / Instructors	Completion + 2 years	GC §34090
Lead Div.	Evaluations / Surveys (Programmatic Evaluations of Art, Recreation or Theatre programs)	When No Longer Required	Content Not Substantive / Preliminary drafts / Transitory records; GC §34090
Lead Div.	Facility Use Requests / Art Facility Requests / Field Rentals / Facility Use Applications and Permits / Theatre Use Requests (Includes Insurance Certificates and ABC Permits where appropriate)	2 years	GC §34090 et. seq.
Lead Div.	Program Manager's Files: Activity / Special Programs / Event Files: After-School, Children's Programs, Gardening, Health Programs, Sports Programs, etc. IF the Content relates in a SUBSTANTIVE way to the conduct of the public's business	Minimum 2 years	GC §34090
Lead Div.	Reports generated from Registration or Ticketing Databases	When No Longer Required	Content Not Substantive / Preliminary drafts / Transitory records (The database is the original record); GC §34090
Lead Div.	Rosters / Sign-in / Sign-Out Sheets for classes and programs	2 years	GC §34090
Lead Div.	Schedules / Hours (classes and staff)	When No Longer Required	Content not substantive; Preliminary drafts not retained in the ordinary course of business; GC §34090
Lead Div.	Incident Reports / Disruptive Patrons	Minimum 2 years	GC §34090
Lead Div.	Liability Waivers (if separate from another record)	2 years	GC §34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
PARKS, RECREATION & COMMUNITY SERVICES / LEAD DIVISION			
Recreation	Swimming Pool - Lifeguard Certifications	2 years	29 CFR 1602.31 & 1627.3(b)(ii), GC §§ 3105, 12946, 12960, 60201; 29 USC 1113
Recreation	Activity Guide / Class Guide / Program Guide / Art Exhibit Brochures / Theatre Season Brochures (Final)	Minimum 2 years	GC §34090
Parks	Parks and Community Services Commission **AGENDAS & STAFF REPORTS**	Minimum 4 years	GC §34090
Parks	Parks and Community Services Commission **AUDIO RECORDINGS**	Minimum 2 years	Audio Required for 30 days: GC §54953.5(b)
Parks	and Community Services Commission **MINUTES**	Permanent	GC §34090(e)
Parks	Safety Inspections / Self Inspections / Inspection Checklists	2 years	GC §34090
Parks	Youth Advisory Commission **AGENDAS & STAFF REPORTS**	Minimum 4 years	GC §34090
Parks	Youth Advisory Commission **AUDIO RECORDINGS**	Minimum 2 years	Audio Required for 30 days; GC §54953.5(b)
Parks	Youth Advisory Commission **MINUTES**	P	GC §34090(e)

POLICE DEPARTMENT			
Office of Record	**Records Description**	**Total Retention Time**	**Comments / Reference**
OFFICE OF THE CHIEF OF POLICE (OCOP)			
OCOP / PIO	Press Releases - Police Only	2 years	GC §34090 et seq.
OCOP / PIO	Reports and Studies - Historical (e.g. Department Annual Reports)	Permanent	GC §34090 et seq.
Professional Standards & Training	CCW Applications / Renewals (Carry Concealed Weapon Applications and Permits) - **UNSUCCESSFUL / DENIED**	2 years	GC §34090 et seq.
Professional Standards & Training	CCW Applications / Renewals (Carry Concealed Weapon Applications and Permits) - **SUCCESSFUL / APPROVED**	Expiration + 2 years	GC §34090 et seq.
Professional Standards & Training	Complaints from **Members of the Public or Employees**- Internal Affairs Investigations **WITH Sustained Finding(s) of Misconduct**	Final Disposition + 15 years	PC §§832.5(b), 832.7; GC §34090
Professional Standards & Training	Complaints from **Members of the Public or Employees** - Internal Affairs Investigations **WITHOUT Sustained Finding(s) of Misconduct**	Final Disposition + 5 years	Consistent with Lexipol Policy; State requires for at least 5 years for complaints by members of the public; other State & Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; Statute of Limitations is 4 years for misconduct after the discovery of the offense for misconduct in office; EVC §1045, GC §§12946,12960, 34090, PC §§801.5, 803(c), 832.5, 832.7, VC §2547
Professional Standards & Training	Written Reprimand - Administrative Investigation **WITH Sustained Finding(s) of Misconduct**	2 years	GC §34090 et seq.

Office of Record	Records Description	Total Retention Time	Comments / Reference
OFFICE OF THE CHIEF OF POLICE (OCOP)			
Professional Standards & Training	Supervisory Note File (SNO) Positive or Negative	1 year	GC §34090 et seq.
Professional Standards & Training	Policies & Procedures / Lexipol / Operation Directives / General Orders (Department Policies and Procedures)	Superseded + 2 years	GC §34090 et seq.
Professional Standards & Training	Recordings: **Body-Worn Cameras** – **LOGS of Access or Deletion of Data**	Permanent	PC§ 832.18(b)(5)(E); GC §34090.6 et seq.
Professional Standards & Training	Recordings: **Body-Worn Cameras** - that **ARE evidence, Officer Involved Shootings / Detention or Arrest / Complaints**	Follows retention for Evidence, **Minimum 2 years**	PC§ 832.18(b)(5)(B)&(C); GC §34090.6 et seq.
Professional Standards & Training	Recordings: **Body-Worn Cameras** - that are **NOT evidence**	1 year	PC§ 832.18(b)(5)(A); GC §34090.6 et seq.
Professional Standards & Training	Recordings: Video - **Jail / Temporary Holding / Building Security / Department Activity** (Employees Performing Work, Cashiering, Building Security, etc.)	366 days	Records regular and ongoing operations; GC §34090.6 et seq.
Professional Standards & Training	Temporary Holding Facility **Videos**: Associated with found contraband, medical emergency, or ongoing investigation(s)	2 years	Records regular and ongoing operations; GC §34090.6 et seq.

Office of Record	Records Description	Total Retention Time	Comments / Reference
OFFICE OF THE CHIEF OF POLICE (OCOP)			
Professional Standards & Training	Reports to State or Federal Agencies: Report to POST Commission of peace officer employment, compliant, finding, disposition, or judgement pursuant to §PC 13510.9, etc. Report of data regarding the number, type, or disposition of complaints made against its officers	2 years	GC §34090 et seq.
Professional Standards & Training	Reviews: On-Duty Traffic Accidents, Use of Force, Vehicle Pursuits - **Not as a result of a complaint from a member of the public**	2 years	GC §§12946, 12960, 34090
Professional Standards & Training	Training - **Department Training Records - COURSE RECORDS** (Attendance Rosters or Sign-in Sheets, Outlines and Materials; Includes Use of Force training, safety training, etc.	Minimum + 5 years	Rosters are sent to POST; OSHA requires safety training 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 8 CCR §3203 et seq., 29 CFR 1602.31, LC §6429(c); GC §§12946,12960, 34090, 53235.2(b)
Professional Standards & Training	Training - **Department Training Records - EMPLOYEE FILE** Training Certificates / Training Records	Separation + 5 years	Rosters are sent to POST; OSHA requires safety training 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 - 3 years; 8 CCR §3203 et seq., 29 CFR 1602.31, LC §6429(c); GC §§12946,12960, 34090, 53235.2(b)
Professional Standards & Training	Weapons Inventory: Department-owned weapons, personal weapons, alternate weapons, secondary handguns, etc.	Permanent	GC §34090 et seq.

Office of Record	Records Description	Total Retention Time	Comments / Reference
BUREAU OF SPECIAL OPERATIONS (BSO)			
BSO / CSD	Emergency Operations Plan (includes Office of Emergency Management & Homeland Security)	When Superseded	GC §34090 et seq.
BSO / CSD	Alcoholic Beverage Control Licenses	When No Longer Required	Not a City record (Determine what the state requires)
BSO / CSD	Alcoholic Beverage Control Permits / ABC Permit Applications / ***Bingo Permits***	When No Longer Required	Not a City record
BFO	Crime Prevention & Community Relations Programs	Minimum 2 years	GC §34090
BFO	Vacation Check Forms	When No Longer Required	Preliminary Draft (entered in RMS / CAD system; GC §34090 et seq.
BSO	Ops Plans (CRU, Juneteenth, NNO, Major Events, etc.)	Minimum 2 years	GC §34090 et seq.
BSO / TSU	PAS Device Calibration Logs	2 years	GC §34090 et seq.
BSO / TSU	Speedometer Calibration Logs	2 years	GC §34090 et seq.
BSO / TSU	Traffic Control: Radar Calibration Records	Life of the Equipment	GC §34090 et seq.
BSO / TSU	Traffic Control: Radar Trailer Surveys, etc.	Minimum 2 years	GC §34090 et seq.
Code Enforcement	Permit **Database** (TRAKiT)	Permanent	Data is interrelated and contains Building Permits and other Permanent Records; GC §34090, H&S §19850
Code Enforcement	Code Enforcement / Abatement Case Files (Includes Citations, Notice of Violations, Photos, and Code Enforcement Complaint Letters)	Minimum 2 years	GC §34090 et seq.
Code Enforcement	Hearing Officer Determinations / Appeals of Code Enforcement Actions	Minimum 2 years	GC §34090 et seq.
Code Enforcement	Liens & Releases	Permanent	GC §34090(a) et seq.

Office of Record	Records Description	Total Retention Time	Comments / Reference
BUREAU OF SPECIAL OPERATIONS (BSO)			
Code Enforcement	Notice of Violations / Code Enforcement Citations / Reminder Notices	Minimum 2 years	GC §34090
BUREAU OF FIELD OPERATIONS (BFO)			
BFO	Canine (Police Service Dogs) Program Files: **Service Animal Files**	Separation + 2 years	GC §34090 et seq.
BFO	Ops Plans (Fourth of July, Demonstrations, Protests, etc.)	Minimum 2 years	GC §34090 et seq.
BFO	Patrol Schedules / Fleet Details	When No Longer Required	Preliminary drafts (the timecard / timesheet is the final); GC §34090 et seq.
BFO	Recordings: Drone (Unmanned Aerial Vehicle)	When No Longer Required	Does not record regular and ongoing operations; GC §34090.6 et seq,
BFO	Ride-A-Long Waiver Form	2 years	GC §34090 et seq.
BFO	Extra Patrol Request Forms	When No Longer Required	Preliminary Draft (entered in RMS / CAD system; GC §34090 et seq.
BUREAU OF INVESTIGATIONS (BOI)			
BOI	Criminal Intelligence Files	Last Entry + 5 years	Files contain criminal intelligence information concerning an individual only if there is reasonable suspicion that the individual is involved in criminal conduct or activity and the information is relevant to that criminal conduct or activity. Misleading, obsolete or unreliable information is required to be destroyed; remaining records must not be retained longer than 5 years; 28 CFR 23.20(h); GC §34090
BOI	Detectives Investigation Files and Arrest Files	Transferred into Record's Crime Report Files	Transfer all Official Reports to Records to be placed in the Crime Report Files.

Office of Record	Records Description	Total Retention Time	Comments / Reference
BUREAU OF INVESTIGATIONS (BOI)			
BOI	Informant Files / Gang Files	Minimum 2 years	Informant information; Does not contain criminal intelligence information concerning individuals; Department preference; GC §34090
BOI	Registrants: Gang **Adults**	Minimum 5 years	Department Preference (registration pursuant to PC 186.3(a)); GC §34090
BOI	Registrants: Gang **Juveniles**	Sealing Date + 5 years	Department Preference (registration pursuant to PC 186.3(a)); Records are destroyed pursuant to W&I §781; GC §34090
BOI / RTIC	Recordings: Automated License Plate Readers (ALPR)	When No Longer Required	Does not record regular and ongoing operations; GC §34090.6 et seq, CC §1798.90.53(b)(2)(G);
BOI / RTIC	Recordings: Video - **Public Areas / Public Activity**	When No Longer Required	Does not record regular and ongoing operations; GC §34090.6 et seq,
Property & Evidence	Property & Evidence **Database**	Indefinite - Follows the Retention of the Evidence	GC §34090
Property & Evidence	Crime Report Photos	Follows the Retention of the Evidence	GC §34090
Property & Evidence	Gun and Narcotics Destruction Log (Documents related to)	Permanent	GC §34091
Property & Evidence	Property & Evidence **Logs** / Destruction Authorizations	Permanent	GC §34090
Property & Evidence	Recordings: Video - **Evidence Room**	1 year	GC §34090.6 et seq,
Property & Evidence	Recordings: Video - **Holding Cell** (Juveniles & Adults)	1 year	Records regular and ongoing operations; GC §34090.6 et seq,
Property & Evidence	Safekeeping: Lost & Found Property (Documents related to)	2 years	GC §34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
BUREAU OF SUPPORT SERVICES (BSS)			
BSS	Background Files - **Successful Volunteer Applicants** (CERT, Chaplains, Explorers, etc.)	Separation + 3 years	Courts may treat volunteers as employees in some actions; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 34090
BSS	Background Files - **Successful Employee Applicants** (Employees, including Reserves)	Separation + 4 years	State Law & POST requires 4 years; EEOC / FLSA / ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; 29 CFR 1627.3(b)(i), 29 CFR 1602.14; GC §§12946, 12960, 34090; 29 USC 1113
BSS	Background Files - **Unsuccessful Volunteer Applicants** (CERT, Chaplains, Explorers, etc.)	3 years	Courts may treat volunteers as employees in some actions; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 34090
BSS	Background Files - **Unsuccessful Employee Applicants** (Employees, including Reserves)	4 years	State Law requires 4 years; EEOC / FLSA / ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; 29 CFR 1627.3(b)(i), 29 CFR 1602.14; GC §§12946,12960, 34090
Animal Services	Adoption Receipts / Ownership	3 years	GC §34090 et seq.
Animal Services	Animal Address Files: Bite Reports, Complaints, Cruelty Investigations and Administrative Hearing Officer Findings, Dangerous Dog Reports, Impound Notices, Investigations, Barking Dogs, Loose Dogs, etc.	When Animal Deceased, **Minimum 3 years**	GC §34090 et seq.

Office of Record	Records Description	Total Retention Time	Comments / Reference
BUREAU OF SUPPORT SERVICES (BSS)			
Animal Services	Animal Treatment / Medical	3 years	3 years is required for animal treatment records; FA §32003(e), PC §597.1(d); CCP §§336(a), 337 et. seq.,
Animal Services	Complaints - Regarding Animals (Barking, etc.)	3 years	GC §34090 et seq.
Animal Services	Impound Notices / Contact Requests	End of Impound + 3 years	3 years is required for animal treatment records; FA §32003(e), PC §597.1(d); CCP §336(a), §337 et. seq., GC §34090
Animal Services	Investigations / Problem Files (barking, loose dogs, dangerous dog reports, vicious animals, etc.)	Minimum 3 years	GC §34090 et seq.
Animal Services	Notices to Comply, Warning Letters / Notices / Citation Books (Off leash, etc.)	Minimum 3 years	GC §34090 et seq.
Animal Services	Rabies Vaccination Clinics	3 years	3 years is required for animal treatment records; FA §32003(e), PC §597.1(d); CCP §336(a), 337 et. seq.,
Animal Services	Record of All Efforts to Contact Owner and/or Microchip's Primary Registrant	2 years	FA §31108.3 and §31752.1
Communications	Recordings: Audio - **(CAD/RMS)** Recordings of Telephone & Radio Communications Dispatch Tapes (CAD) / 911 Recordings	366 days	Legally mandated for 100 days; (civil suits may be filed up to 365 days); GC §34090, §34090.6
Records	RMS **Database**	Indefinite - Follows the Retention of the Crime Report	Data Fields / Records are interrelated; GC §34090 et seq.
Records	Fatal Traffic Collisions and Collisions Involving City Property	Permanent	2 years if no pending litigation are filed with a crime report; GC §34090
Records	All other Traffic Collisions	2 years	GC §34090 et seq.

Office of Record	Records Description	Total Retention Time	Comments / Reference
BUREAU OF SUPPORT SERVICES (BSS)			
Records	CHP Forms: Pursuit Report (CHP 187A), Vehicle Report (CHP 180), etc. that are not filed with Crime Report	2 years	GC §34090 et seq.
Records	Citations or Notice of Violations (Parking, Traffic, Marijuana / Cannabis), Animal, Code Enforcement, Administrative Citations (Includes requests for dismissals, cancellations, and appeals.	2 years	GC §34090 et seq.
Records	Crime Statistics / National Incident-Based Reporting System (NIBRS) / Uniform Crime Reports (UCR) - Summaries (BCS)	When No Longer Required	Entered Directly into DOJ's portal (a State record)
Records	Criminal History Logs	2 years	GC §34090 et seq.
Records	Department of Justice Validation Lists	When No Longer Required	Entered Directly into DOJ's portal (a State record)
Records	Livescan Application Forms and Logs	2 years	GC §34090 et seq.
Records	Local Criminal History Checks	When No Longer Required	These are copies / printouts from the RMS database; GC §34090 et seq.
Records	Pawn Slips / Secondhand Dealer Transaction Records	2 years	GC §34090 et seq.
Records	Permits: Card Room, Taxi and Tow Permits	Expiration + 2 years	GC §34090 et seq.
Records	Permits: Parking Permits / Preferential Parking Permits / Oversized Vehicle Parking Permits	2 years	GC §34090 et seq.
Records	POLICE REPORTS / SEALED RECORDS: **Juvenile** Cases - **Childhood Sexual Assault After** January 1, 2024	Permanent	CCP §§340.1, GC 34090 et seq.

Office of Record	Records Description	Total Retention Time	Comments / Reference
BUREAU OF SUPPORT SERVICES (BSS)			
Records	POLICE REPORTS / RECORDS: **Juvenile** Cases - **Childhood Sexual Assault Before** January 1, 2024	Age of Majority + 22 years	CCP §§340.1, GC 34090 et seq.
Records	POLICE REPORTS / SEALED RECORDS: **Juvenile** Cases **Except** Sealed Childhood Sexual Assault	Per Court Order (Subject 26 years old / Sealing Date + 5 years)	W&I §§389(a), 781(d), GC §34090 et seq.
Records	POLICE REPORTS: **Lost or Stolen Firearms** entered into CLETS (if not Permanent Retention)	Until Found or Recovered	PC§ 11108.2(b); GC §34090 et seq.
Records	POLICE REPORTS: **ALL Capital Crimes, Homicide, Juvenile, Child Abuse (substantiated), Elder Abuse (substantiated), & Sexual Assault (Rape), Arson (Suspected or Undetermined)**	Permanent	DOJ retains CACI (Child Abuse Central Index) information for adults 100 years; Most have no limitations on commencement of action; PC §§ 261, 286, 288, 288a, 288.5, 289, 289.5, and 799; 803(h), 11169 et seq.; 11170(a); WIC 707(b)
Records	POLICE REPORTS: Child Abuse or Neglect Investigation Reports - **Unsubstantiated or Inconclusive**	No Further Report on Suspected Abuser + 10 years	PC §§11169(c),11170(a)(3)
Records	POLICE REPORTS: **Except those specifically mentioned in the schedule (ALL Others, Including Felonies and Misdemeanors)**	Minimum 10 years	Provided there are no outstanding warrants, unrecovered identifiable items, criminal deaths, they are not historically significant, and it is not classified under PC §800 & 290; Stat. of Limit is 2 yrs; Destroy juvenile marijuana after age18; H&S §11361.5, GC §34090, PC §802, PC §§187, 800 et seq.
Records	POLICE REPORTS: **Misdemeanor or Infraction - Adult Marijuana / Cannabis** - H&S §11357(b)(c)(d)(e) or H&S §11360(b) (with procedure in H&S §11361.5) - Except those with outstanding stolen property, including firearms, or lost firearms	Conviction or Arrest (If No Conviction) + 2 years	("Shall" Destroy); GC §§68152(c)(8); H&S §11361.5

Office of Record	Records Description	Total Retention Time	Comments / Reference
BUREAU OF SUPPORT SERVICES (BSS)			
Records	POLICE REPORTS: **Misdemeanor or Infraction - Juvenile Marijuana / Cannabis** - H&S §	2 years or Juvenile 18 years old	If no subsequent conviction ("Shall" Destroy); H&S §11361.5
Records	POLICE REPORTS: **Misdemeanor or Infraction - Juvenile Marijuana / Cannabis** - H&S §	2 years or Juvenile 18 years old	If no subsequent conviction ("Shall" Destroy); H&S §11361.5
Records	POLICE REPORTS: **Missing Persons**	Permanent (If Returned, Follows the Retention for the Crime Report)	GC §34090 et seq.
Records	POLICE REPORTS: **Factually Innocent Petition Accepted Records** Sealed Pending Destruction - Except those with outstanding stolen property, including firearms, or lost firearms	Date of Arrest + 3 years	Individual petitions District Attorney: Sheriff concurs that person is factually innocent, then seals record ("Shall" Destroy); GC §34090; PC §851.8(a)
Records	POLICE REPORTS: **Misdemeanor or Infraction Marijuana / Cannabis** §11357(d) (with procedure in H&S §11361.5)	Offender is 18 Years Old	(Courts and other Agencies "Shall" destroy); H&S§ 11361.5 et seq., 11357(e)
Records	POLICE REPORTS: Vacatur Relief Granted by Court - **Victim of Human Trafficking, or Victim of Intimate Partner Violence or Sexual Violence (Nonviolent Crimes)**	Court Order + 1 year	Individual petitions Court ("Shall" Destroy); GC §34090; PC §§236.14(k); 236.15(k)
Records	Field Interview Cards	2 years	GC §34090 et seq.
Records	Registrants: Arson Registrations: **Adults**	Permanent or Death of Registrant	Pursuant to PC §457.1 et seq.; required to register for life; If released from DOJJ, records are destroyed after age 25 or sealing pursuant to W&I §781; GC §34090.7
Records	Registrants: Arson Registrations: **Juveniles** released from Division of Juvenile Justice	Age 25 or Sealing Date + 5 years	Pursuant to PC §457.1 et seq.; If released from CYA, records are destroyed after age 25 or sealing pursuant to W&I §781; GC §34090.7
Records	Registrants: Narcotics	2 years	GC §34090 et seq.

Office of Record	Records Description	Total Retention Time	Comments / Reference
BUREAU OF SUPPORT SERVICES (BSS)			
Records	Registrants: Sex Offender Registrations: **Adults**	Permanent or Death of Registrant	After 2021, Offenders can petition Court for removal 10 or 20 years after offense, provided there are no subsequent offenses; Pursuant to PC §290 et seq.
Records	Registrants: Sex Offender Registrations: **Juveniles**	Permanent or Sealing Date + 5 years (or Court Order), or Death of Registrant	After 2021, Offenders can petition Court for removal 10 or 20 years after offense, provided there are no subsequent offenses; Pursuant to PC §290 et seq.
Records	STOP Source Data, Audit Log / Racial and Identity Profiling Act (RIPA) Annual Report	3 years	11 CCR 999.228; 11 CCR 999.229; GC §34090
Court or District Attorney	Restraining Orders, Emergency Protective Orders, Temporary Restraining Orders, Legal Stipulations, Orders After Hearing (When Not filed with the case file)	Expiration of the Order	Not a City record
Court or District Attorney	Subpoenas (Personal Appearance of Police Employees) or Subpoenas Duces Tecum	2 years	Court or District Attorney records; GC §34090 et seq.

PUBLIC WORKS / UTILITIES			
Office of Record	**Records Description**	**Total Retention Time**	**Comments / Reference**
PUBLIC WORKS / AIRPORT			
Airport	Above Ground Storage Tank (Airport Owned) Tank Monitoring, Inspections and Maintenance, Release Detection Systems, Cathodic Protection Maintenance Records, CUPA Inspections, including letters of correction and citations	20 years	Applies to both Tier I and Tier II Tanks; (Tier II tanks are required to have an integrity test every 20 years); EPA recommends that formal test records or reports be retained for the life of the container; GC §34090
Airport	Aircraft Accident / Incident Reports: Aircraft (sent to FAA)	Minimum 2 years	GC §34090
Airport	Airport Security Access Applications / AOA Access Personnel Records / Gate User Acknowledgements / Proximity Cards (Employees and Tenants)	2 years	GC §34090 et seq.
Airport	Airport State License (Safety Inspections)	Permanent	GC §34090
City Clerk	Airport Tenant Agreements and Insurance Certificates	Copies - When No Longer Required	GC §34090.7
Airport	CalTrans Aeronautics Inspections (Annual - Includes letters of corrections and citations)	2 years	GC §34090 et seq.
Lead Dept. (Managing the Project)	Capital Improvement Projects (CIP): **MAINTENANCE-ONLY PROJECTS – No Change in Infrastructure** All Final Records (Plans, RFP / Specifications & Addenda, Successful Proposal, Change Orders, Notice of Completion, Photos, etc.)	Completion + 5 years or After Funding Agency Audit, if required, whichever is longer	Statute of Limitations for Errors & Omissions not applicable; Some grant funding agencies require audits; Statute of Limitations: Contracts & Spec's=4 years, CCP §337 et. seq., GC §34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
PUBLIC WORKS / AIRPORT			
Lead Dept. (Managing the Project)	Capital Improvement Projects (CIP): **Administration File / Construction Management** Project Administration, Certified Payrolls, Certificate of Compliance, Construction Manager's Logs, Correspondence, Costs, Estimates, Daily Inspections, Insurance Certificates, Permits for Construction, Preliminary Notices, Project Schedules, Public Relations, Meeting Agendas & Minutes, Monthly Reports, Notices, Real Estate Appraisals, RFIs / RFQs, Safety. SWPPP / WPCP, etc.	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; CCP §337 et. seq., GC §34090
Lead Dept. (Managing the Project)	Capital Improvement Projects (CIP): **Drawings, Record Drawings,** Large-Format Drawings, Survey Record Maps, Capital Improvement Project “As-Built"	Permanent	Drafts should be destroyed; GC §34090
Lead Dept. (Managing the Project)	Capital Improvement Projects (CIP): **Permanent File** Plans, RFP / Specifications & Addenda, Successful Proposal, Change Orders, EIRs, Negative Declarations, Categorical Exemptions, Materials Testing Reports, Grading Permits, Hazardous Materials, Notice of Completion, Photos, Record Drawings Soils Reports, Studies, Submittals, Surveys, etc.	Permanent	Retained for disaster preparedness purposes; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); CCP §337 et. seq., GC §34090
Lead Dept. (Managing the Project)	Capital Improvement Projects (CIP): **Design & Construction Standards** – Authored by the City for Construction of City Infrastructure (CIP or Land Development)	Permanent	GC §34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
PUBLIC WORKS / AIRPORT			
Lead Dept. (Managing the Project)	Capital Improvement Projects (CIP): **Environmental Determinations: Correspondence and internal staff notes** that provide **insight into the project or the agency's CEQA compliance with respect to the projec**t Environmental Impact Reports (EIRs), Negative Declarations, etc.) / CEQA	Project Approval or Denial + 2 years	Not all internal communications and notes are required to be saved; "E-mails that do not provide insight into the project or the agency's CEQA compliance with respect to the project — are not within the scope of section 21167.6, subdivision (e) and need not be retained." Golden Door Properties, LLC v. Superior Court of San Diego County (2020) 53 Cal.App.5th 733; PRC 21167,6; GC §34090
Airport	Citations / Lease Enforcement Actions / Rules & Regulations Enforcement / Notices of Violations (includes written noise and safety complaints)	Resolution + 3 years	GC §34090 et seq.
Airport	Emergency Operations Plan / Disaster Recovery Plan / Earthquake Information, Airport Certification Manual, Airport Emergency Plan	Until Superseded	Most are non-records; GC §34090
Airport	**FAA Inspections / Reports / FAA Forms:** Daily Inspection Logs & Maintenance Work Orders; Meter Reading & Adjustments, Facility Maintenance Logs, Radio Equipment Operation Records, NavAid & AWOS Error Data, Certification & Inspections; NOTAMS, Technical Performance Records	2 years	GC §34090, 14 CFR 171.13 - 171.327
Airport	Oil / Water Separator (Concrete)	3 years	40 CFR §§122.21, 122.41, 122.44; CCP §337 et seq.

Office of Record	Records Description	Total Retention Time	Comments / Reference
PUBLIC WORKS / FLEET SERVICES			
Public Works / Lead Div.	APCD Permits - for Generators, etc.	Issue Date + 5 years	40 CFR 70.6; GC §34090
Fleet Services	Fleet - Pre-Trip Inspections / Vehicle Safety Checks / Daily Vehicle Inspections / Daily Equipment Checks	2 years	GC §34090; 13 CCR 1234(c)
Fleet Services	Fleet - Tire Disposal / Waste Manifests	3 years	14 CCR 18459.3; GC §34090
Fleet Services	Fleet - Used Oil Disposal Manifests	3 years	22 CCR 66266.130(c)(5), H&S §25250.18(b), 25250.19(a)(3) et seq.
Fleet Services	Fleet - Vehicle & Equipment History Files Maintenance, Brakes, Smog Certificates, etc.	Disposal of Vehicle or Equipment + 2 years	If a motor carrier, required for 18 months after vehicle is sold; CHP requires life of vehicle; OSHA requires 1 year; 8 CCR § 3203(b)(1); 49 CFR 396.21(b)(1); 49 CFR 396.3; CCP §337 et. seq., 3 CCR 1234(f); GC §34090
Public Works / Lead Div.	Generator Operation Logs & Inspections	5 years	APCD Rule 1470; Form 400–E–13a instructions; GC §34090
Fleet Services	Inspections or Audits by the CHP (Fleet)	5 years	Consistent with CHP requirements; OSHA requires 1 year; 8 Ca. Code Reg. § 3203(b)(1); GC § 34090
Public Works / Lead Div.	Pressure Vessel Certifications or Permits (Air Compressors, Propane, etc.)	Expiration of Certificate or Permit	GC §34090 et. seq.
Public Works / Lead Div.	Safety Data Sheet (SDS) / Material Safety Data Sheet (MSDS) / Chemical Use Report Form (or records of the chemical / substance / agent, where & when it was used)	30 years	Previous SDS / MSDS may be obtained from a service; SDS / MSDS may be destroyed as long as a record of the chemical / substance / agent, where & when it was used is maintained for 30 years; Applies to qualified employers; Claims can be made for 30 years for toxic substance exposures; 8 CCR 3204(d)(1)(B)(2 and 3), 29 CFR 1910.1020(d)(1)(i), GC §34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
PUBLIC WORKS / FLEET SERVICES			
Division Providing Service / Work	Work Orders / Service Requests / Service Orders - **CRM / CMMS DATABASE** (Computerized Maintenance Management System)	Minimum 5 years	Data is interrelated; GC §34090
Division Providing Service / Work	Work Orders / Service Requests / Service Orders - **All Information Entered in CRM / CMMS Database** (Paper drafts)	When No Longer Required	Preliminary drafts (the database is the original); GC §34090
Division Providing Service / Work	Work Orders / Service Requests / Service Orders - **NOT entered in CRM / CMMS Database** (or partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	5 years	City Preference; CCP §§338 et seq., 340 et seq., 342, GC §34090
PUBLIC WORKS / MAINTENANCE			
Public Works / Lead Div.	APCD Permits - for Generators, etc.	Issue Date + 5 years	40 CFR 70.6; GC §34090
Public Works	Swimming Pool - Chemicals, Maintenance - Ad Hoc	Minimum 2 years	22 CCR 65523; GC §34090
Lead Dept. (Managing the Project)	Capital Improvement Projects (CIP): **MAINTENANCE-ONLY PROJECTS – No Change in Infrastructure** All Final Records (Plans, RFP / Specifications & Addenda, Successful Proposal, Change Orders, Notice of Completion, Photos, etc.)	Completion + 5 years or After Funding Agency Audit, if required, whichever is longer	Statute of Limitations for Errors & Omissions not applicable; Some grant funding agencies require audits; Statute of Limitations: Contracts & Spec's=4 years, CCP §337 et. seq., GC §34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
PUBLIC WORKS / FLEET SERVICES			
Lead Dept. (Managing the Project)	Capital Improvement Projects (CIP): **Administration File / Construction Management** Project Administration, Certified Payrolls, Certificate of Compliance, Construction Manager's Logs, Correspondence, Costs, Estimates, Daily Inspections, Insurance Certificates, Permits for Construction, Preliminary Notices, Project Schedules, Public Relations, Meeting Agendas & Minutes, Monthly Reports, Notices, Real Estate Appraisals, RFIs / RFQs, Safety. SWPPP / WPCP, etc.	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; CCP §337 et. seq., GC §34090
Lead Dept. (Managing the Project)	Capital Improvement Projects (CIP): **Drawings, Record Drawings,** Large-Format Drawings, Survey Record Maps, Capital Improvement Project "As-Built"	Permanent	Drafts should be destroyed; GC §34090
Lead Dept. (Managing the Project)	Capital Improvement Projects (CIP): **Permanent File** Plans, RFP / Specifications & Addenda, Successful Proposal, Change Orders, EIRs, Negative Declarations, Categorical Exemptions, Materials Testing Reports, Grading Permits, Hazardous Materials, Notice of Completion, Photos, Record Drawings Soils Reports, Studies, Submittals, Surveys, etc.	Permanent	Retained for disaster preparedness purposes; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); CCP §337 et. seq., GC §34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
PUBLIC WORKS / FLEET SERVICES			
Lead Dept. (Managing the Project)	Capital Improvement Projects (CIP): **Design & Construction Standards** – Authored by the City for Construction of City Infrastructure (CIP or Land Development)	Permanent	GC §34090
Lead Dept. (Managing the Project)	Capital Improvement Projects (CIP): **Environmental Determinations: Correspondence and internal staff notes** that provide **insight into the project or the agency's CEQA compliance with respect to the projec**t Environmental Impact Reports (EIRs), Negative Declarations, etc.) / CEQA	Project Approval or Denial + 2 years	Not all internal communications and notes are required to be saved; "E-mails that do not provide insight into the project or the agency's CEQA compliance with respect to the project — are not within the scope of section 21167.6, subdivision (e) and need not be retained." Golden Door Properties, LLC v. Superior Court of San Diego County (2020) 53 Cal.App.5th 733; PRC 21167,6; GC §34090
Public Works / Lead Div.	Generator Operation Logs & Inspections	5 years	APCD Rule 1470; Form 400–E–13a instructions; GC §34090
Maintenance	Herbicide or Pesticide Application Forms	2 years	GC §34090; 3 CCR 6623
Public Works / Lead Div.	Operations & Maintenance Manuals (O&M Manuals)	Life of Facility or Equipment	GC §34090 et. seq.
Maintenance	Playground Equipment Maintenance	5 years	GC §34090
Maintenance	Pothole Repairs	5 years	GC §34090
Public Works / Lead Div.	Pressure Vessel Certifications or Permits (Air Compressors, Propane, etc.)	Expiration of Certificate or Permit	GC §34090 et. seq.

Office of Record	Records Description	Total Retention Time	Comments / Reference
PUBLIC WORKS / FLEET SERVICES			
Public Works / Lead Div.	Safety Data Sheet (SDS) / Material Safety Data Sheet (MSDS) / Chemical Use Report Form (or records of the chemical / substance / agent, where & when it was used)	30 years	Previous SDS / MSDS may be obtained from a service; SDS / MSDS may be destroyed as long as a record of the chemical / substance / agent, where & when it was used is maintained for 30 years; Applies to qualified employers; Claims can be made for 30 years for toxic substance exposures; 8 CCR 3204(d)(1)(B)(2 and 3), 29 CFR 1910.1020(d)(1)(i), GC §34090
Maintenance	Sidewalks or Trees: Correspondence (Notice) to Property Owner to repair privately-owned sidewalks or maintain privately-owned trees	Minimum 2 years	GC §34090
Maintenance	Storm Drain System Maintenance (Slip Lining, etc.)	5 years	GC §34090
Maintenance	Streets - Sidewalk Maintenance, Grinding, Asphalt Ramping (Logs and Forms)	5 years	GC §34090
Maintenance	Tree **DATABASE**	Minimum 5 years	Data is interrelated; GC §34090
Maintenance	Tree Maintenance, Trimming, Arborists Reports (ALL City-owned trees)	5 years	GC §34090
Maintenance	Tree Removal or Tree Trimming Permits & Applications	Expiration + 2 years	GC §34090
Public Works / Lead Div.	Underground Service Alerts (USA's) / Dig Alerts	Minimum 3 years	GC §§4216.2(d) & 4216.3(e), GC §34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
PUBLIC WORKS / FLEET SERVICES			
Division Providing Service / Work	Work Orders / Service Requests / Service Orders - **CRM / CMMS DATABASE** (Computerized Maintenance Management System)	Minimum 5 years	Data is interrelated; GC §34090
Division Providing Service / Work	Work Orders / Service Requests / Service Orders - **All Information Entered in CRM / CMMS Database** (Paper drafts)	When No Longer Required	Preliminary drafts (the database is the original); GC §34090
Division Providing Service / Work	Work Orders / Service Requests / Service Orders - **NOT entered in CRM / CMMS Database** (or partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	5 years	City Preference; CCP §§338 et seq., 340 et seq., 342, GC §34090
PUBLIC WORKS / STORMWATER			
Stormwater	NPDES Permits / MS-4 Permits	Superseded + 5 years	Code of Federal Regulations requires 3 years; 40 CFR §§122.21, 122.41, 122.44; CCP §337 et seq.
Stormwater	Stormwater: Chain of Custody, Guidance Information, Lab Reports	5 years	Code of Federal Regulations requires 3 years; 40 CFR §§122.21, 122.41, 122.44; CCP §337 et seq.
Stormwater	Stormwater: Construction, Industrial, BMPs, etc.	5 years	Code of Federal Regulations requires 3 years; 40 CFR §§122.21, 122.41, 122.44; CCP §337 et seq.
Stormwater	Stormwater: Industrial Notices / Code Enforcement / Violations / Spill Response	Resolution + 5 years	Code of Federal Regulations requires 3 years; 40 CFR §§122.21, 122.41, 122.44; CCP §337 et seq.

Office of Record	Records Description	Total Retention Time	Comments / Reference
PUBLIC WORKS / TRANSIT			
Lead Dept. (Managing the Project)	Capital Improvement Projects (CIP): **MAINTENANCE-ONLY PROJECTS – No Change in Infrastructure** All Final Records (Plans, RFP / Specifications & Addenda, Successful Proposal, Change Orders, Notice of Completion, Photos, etc.)	Completion + 5 years or After Funding Agency Audit, if required, whichever is longer	Statute of Limitations for Errors & Omissions not applicable; Some grant funding agencies require audits; Statute of Limitations: Contracts & Spec's=4 years, CCP §337 et. seq., GC §34090
Lead Dept. (Managing the Project)	Capital Improvement Projects (CIP): **Administration File / Construction Management** Project Administration, Certified Payrolls, Certificate of Compliance, Construction Manager's Logs, Correspondence, Costs, Estimates, Daily Inspections, Insurance Certificates, Permits for Construction, Preliminary Notices, Project Schedules, Public Relations, Meeting Agendas & Minutes, Monthly Reports, Notices, Real Estate Appraisals, RFIs / RFQs , Safety. SWPPP / WPCP, etc.	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; CCP §337 et. seq., GC §34090
Lead Dept. (Managing the Project)	Capital Improvement Projects (CIP): **Drawings, Record Drawings,** Large-Format Drawings, Survey Record Maps, Capital Improvement Project "As-Built"	Permanent	Drafts should be destroyed; GC §34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
PUBLIC WORKS / TRANSIT			
Lead Dept. (Managing the Project)	Capital Improvement Projects (CIP): **Permanent File** Plans, RFP / Specifications & Addenda, Successful Proposal, Change Orders, EIRs, Negative Declarations, Categorical Exemptions, Materials Testing Reports, Grading Permits, Hazardous Materials, Notice of Completion, Photos, Record Drawings Soils Reports, Studies, Submittals, Surveys, etc.	Permanent	Retained for disaster preparedness purposes; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); CCP §337 et. seq., GC §34090
Lead Dept. (Managing the Project)	Capital Improvement Projects (CIP): **Design & Construction Standards** – Authored by the City for Construction of City Infrastructure (CIP or Land Development)	Permanent	GC §34090
Lead Dept. (Managing the Project)	Capital Improvement Projects (CIP): **Environmental Determinations: Correspondence and internal staff notes** that provide **insight into the project or the agency's CEQA compliance with respect to the projec**t Environmental Impact Reports (EIRs), Negative Declarations, etc.) / CEQA	Project Approval or Denial + 2 years	Not all internal communications and notes are required to be saved; "E-mails that do not provide insight into the project or the agency's CEQA compliance with respect to the project — are not within the scope of section 21167.6, subdivision (e) and need not be retained." Golden Door Properties, LLC v. Superior Court of San Diego County (2020) 53 Cal.App.5th 733; PRC 21167,6; GC §34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
PUBLIC WORKS / TRANSIT			
Transit	Funding & Grants: FTA, Others: **Equipment (Buses, Vehicles) and Real Property** *Equipment is defined as "useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the governmental unit for financial statement purposes, or $5,000. Includes rolling stock and all other such property used in the provision of public transit service* Includes all records, including application, administration, reports, audits, etc.	Disposition / Sale + 5 years	FTA Retention for Equipment Records. "The three-year retention period for the equipment records starts from the date of the equipment's disposition or replacement or transfer"; Equipment is defined as "useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the governmental unit for financial statement purposes, or $5,000. Includes rolling stock and all other such property used in the provision of public transit service".5 years meets auditing standards and federal requirements; FTA - Ciricular_5010_1D, III(7); OMB Circular A-110 & A-133; GC §34090
Transit	Funding & Grants: FTA, Others: **Excluding Equipment (Buses, Vehicles) and Real Property** Includes all records, including application, administration, reports, audits, etc.	Close (Final Expenditure Report) + 5 years	FTA Retention for other Records. "three years from the starting date specified ..."; "multi-year projects is the date of submission of the final FSR upon project completion"';5 years meets auditing standards and federal requirements; FTA - Ciricular_5010_1D III(7); OMB Circular A-110 & A-133; GC §34090
Transit	Historically Significant Records - COG Interpretations of MOU, Railroad Issues, etc.	Minimum 10 years	GC § 34090
Transit	Incident reports	2 years	GC § 34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
PUBLIC WORKS / TRANSIT			
Transit	Inspections or Audits by the CHP (Transit)	5 years	Consistent with CHP requirements; OSHA requires 1 year; 8 Ca. Code Reg. § 3203(b)(1); GC § 34090
Transit	Monthly Reports: Ridership Data, Daily Reports, Demand-Response / Dial-a-Ride / Fixed Route, etc.	5 years	Consistent with Fare & Passenger Counts, Accounts Receivable and Cash Receipts; GC §34090
Transit	Recordings - **Audio** Recordings – **Transit Center** calls to specific extensions for customer service and quality control purposes.	Minimum 100 days	Legally mandated for 100 days; GC §§34090, 34090.6
Transit	Recordings - **Video** Recordings - **Transit Center Employee Activity** / Building Security Video / regular and ongoing operations	When No Longer Required	1 year is not required: 1. The agency has made a diligent effort to identify a security system that is capable of storing recorded data for one year. 2. The agency determines that the technology to store recorded data in an economically and technologically feasible manner for one year is not available. 3. The transit agency purchases and installs the best available technology with respect to storage capacity that is both economically and technologically feasible at that time. PUC §99164; GC §34090 .6

Office of Record	Records Description	Total Retention Time	Comments / Reference
PUBLIC WORKS / TRANSIT			
Transit	Recordings - **Video** Recordings - **Transit Center Public Activity** / Public Areas	When No Longer Required	1 year is not required: Does not record regular and ongoing operations; 1. The agency has made a diligent effort to identify a security system that is capable of storing recorded data for one year. 2. The agency determines that the technology to store recorded data in an economically and technologically feasible manner for one year is not available. 3. The transit agency purchases and installs the best available technology with respect to storage capacity that is both economically and technologically feasible at that time. PUC §99164; GC §34090 .6
Transit	Recordings - **Video** Recordings - **Transit Vehicles**	When No Longer Required	1 year is not required - No forward-facing videos; 1. The agency has made a diligent effort to identify a security system that is capable of storing recorded data for one year. 2. The agency determines that the technology to store recorded data in an economically and technologically feasible manner for one year is not available. 3. The transit agency purchases and installs the best available technology with respect to storage capacity that is both economically and technologically feasible at that time. PUC §99164; GC §34090 .6

Office of Record	Records Description	Total Retention Time	Comments / Reference
PUBLIC WORKS / TRANSIT			
Transit	Transit Contract Administration	Completion + 5 years	Statute of Limitations for Errors & Omissions not applicable; Some grant funding agencies require audits; Statute of Limitations: Contracts & Spec's=4 years, CCP §337 et. seq., GC §34090
PUBLIC WORKS / SOLID WASTE			
Solid Waste	Solid Waste Recycling / AB 939 Compliance / SB 1383 Compliance (Organic Waste Collection and Recycling). CalRecycle Annual Waste Diversion Report / CalREcycle Report, etc.	10 years	SB 1383 compliance is required for 5 years; Low- Carbon Fuel Standard regulations credits can be received for 10 years, and are eligible for an extension; 14 CCR § 18995;.2 H&S §39730.7; GC §34090
Solid Waste	Reports to Regulatory Agencies (California Integrated Waste Management Board, etc.)	10 years	GC §34090
Solid Waste	Solid Waste Services / Hauler Quarterly Reports	10 years	GC §34090
Solid Waste	Tonnage Reports	10 years	GC §34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
PUBLIC WORKS / UTILITIES ENGINEERING			
Lead Dept. (Managing the Project)	Capital Improvement Projects (CIP): **MAINTENANCE-ONLY PROJECTS – No Change in Infrastructure** All Final Records (Plans, RFP / Specifications & Addenda, Successful Proposal, Change Orders, Notice of Completion, Photos, etc.)	Completion + 5 years or After Funding Agency Audit, if required, whichever is longer	Statute of Limitations for Errors & Omissions not applicable; Some grant funding agencies require audits; Statute of Limitations: Contracts & Spec's=4 years, CCP §337 et. seq., GC §34090
Lead Dept. (Managing the Project)	Capital Improvement Projects (CIP): **Administration File / Construction Management** Project Administration, Certified Payrolls, Certificate of Compliance, Construction Manager's Logs, Correspondence, Costs, Estimates, Daily Inspections, Insurance Certificates, Permits for Construction, Preliminary Notices, Project Schedules, Public Relations, Meeting Agendas & Minutes, Monthly Reports, Notices, Real Estate Appraisals, RFIs / RFQs, Safety. SWPPP / WPCP, etc.	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; CCP §337 et. seq., GC §34090
Lead Dept. (Managing the Project)	Capital Improvement Projects (CIP): **Drawings, Record Drawings,** Large-Format Drawings, Survey Record Maps, Capital Improvement Project "As-Built"	Permanent	Drafts should be destroyed; GC §34090
Lead Dept. (Managing the Project)	Capital Improvement Projects (CIP): **Permanent File** Plans, RFP / Specifications & Addenda, Successful Proposal, Change Orders, EIRs, Negative Declarations, Categorical Exemptions, Materials Testing Reports, Grading Permits, Hazardous Materials, Notice of Completion, Photos, Record Drawings Soils Reports, Studies, Submittals, Surveys, etc.	Permanent	Retained for disaster preparedness purposes; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); CCP §337 et. seq., GC §34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
PUBLIC WORKS / UTILITIES ENGINEERING			
Lead Dept. (Managing the Project)	Capital Improvement Projects (CIP): **Design & Construction Standards** – Authored by the City for Construction of City Infrastructure (CIP or Land Development)	Permanent	GC §34090
Lead Dept. (Managing the Project)	Capital Improvement Projects (CIP): **Environmental Determinations: Correspondence and internal staff notes** that provide **insight into the project or the agency's CEQA compliance with respect to the projec**t Environmental Impact Reports (EIRs), Negative Declarations, etc.) / CEQA	Project Approval or Denial + 2 years	Not all internal communications and notes are required to be saved; "E-mails that do not provide insight into the project or the agency's CEQA compliance with respect to the project — are not within the scope of section 21167.6, subdivision (e) and need not be retained." Golden Door Properties, LLC v. Superior Court of San Diego County (2020) 53 Cal.App.5th 733; PRC 21167,6; GC §34090
PUBLIC WORKS / UTILITIES / LABORATORY			
Laboratory	Laboratory Information Management System **Database** / LIMS **Database** - Potable Water & Wastewater	Minimum 12 years	Data is interrelated; Lead & Copper is required for 12 years or 2 compliance cycles; 22 CCR 64400.25; 22 CCR §64470, 40 CFR 141.33(a); 40 CFR 141.91 GC §§60201, 12168.7
Laboratory	Lab Reports & Chains of Custody: **Potable Water Bacteriological and Organics**	10 Years	40 CFR 141.33(a) and (b)(1); 22 CCR §64470
Laboratory	Lab Reports & Chains of Custody: **Potable Water Chemical** (Includes Chlorine Residuals)	Minimum 10 years	State law requires 12 years, Federal 10 years; 40 CFR 141.33(a); 22 CCR §64692
Laboratory	Lab Reports & Chains of Custody: **Potable Water Lead & Copper**	Minimum 12 years	Required for 12 years or 2 compliance cycles; 22 CCR 64400.25; 22 CCR §64470, 40 CFR 141.33(a); 40 CFR 141.91
Wastewater	Lab Reports & Chains of Custody: **Wastewater**	Minimum 5 years	GC §34090
Water Quality	Laboratory Equipment Calibration Records - Wastewater	5 years	Consistent with Chemical Reports; 40 CFR 141.33(a)

Office of Record	Records Description	Total Retention Time	Comments / Reference
PUBLIC WORKS / UTILITIES / LABORATORY			
Laboratory	Quality Assurance Manual	Minimum 12 years	Data is interrelated; Lead & Copper is required for 12 years or 2 compliance cycles; 22 CCR 64400.25; 22 CCR §64470, 40 CFR 141.33(a); 40 CFR 141.91; GC §§60201, 12168.7
PUBLIC WORKS / UTILITIES / WASTEWATER COLLECTIONS			
Wastewater Collections	CCTV Videos of Sewer Lines	10 years	GC §34090
Public Works / Lead Div.	Confined Space Entries / Hot Work Permits / Lockout-Block outs / Lockout-Tag outs / Energy Control Procedures (ECP) / Air Monitoring Calibrations	3 years	Cal/OSHA requests 3 years of documents of Lockout-block outs / Lockout-tag outs during audits; 8 CCR 5157(d)(14) & (e)(6); 29 CFR 1910.146(e)(6); GC §34090
Wastewater Collections	All Pretreatment Program inspections and reports	3 years	Monitoring records required for 3 years; 40 CFR §§122.21, 122.41; 40 CFR 403.12
Wastewater Collections	Sanitary Spills and Overflows (SSOs)	5 years	Required for a minimum of 5 years; SWRCB Order 2002-0103-DWQ & 2006- 03; 40 CFR 122.41(j)(2); GC §34090
Wastewater Collections	Sewer Odor Complaints / Gas Detection Results / Investigations	5 years	GC §34090
Wastewater Collections	Sewer System Management Plans (SSMP) and Audits / Sanitary Spills Overflow Prevention Plan (SSOPP) and Sanitary Sewer Overflow Response Plan	Superseded + 5 years	SSMPs are required to be updated every 6 5 years; SSOs are required for a minimum of 5 years; 40 CFR 122.41(j)(2); SWRCB General Order 2006-03; & 2022-0103- DWQ; GC §34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
PUBLIC WORKS / UTILITIES / WASTEWATER COLLECTIONS			
Public Works / Lead Div.	Underground Service Alerts (USA's) / Dig Alerts	Minimum 3 years	GC §§4216.2(d) & 4216.3(e), GC §34090
Division Providing Service / Work	Work Orders / Service Requests / Service Orders - **CRM / CMMS DATABASE** Computerized Maintenance Management System)	Minimum 5 years	Data is interrelated; GC §34090
Division Providing Service / Work	Work Orders / Service Requests / Service Orders - **All Information Entered in CRM / CMMS Database** (Paper drafts)	When No Longer Required	Preliminary drafts (the database is the original); GC §34090
Division Providing Service / Work	Work Orders / Service Requests / Service Orders - **NOT entered in CRM / CMMS Database** (or partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	5 years	City Preference; CCP §§338 et seq., 340 et seq., 342, GC §34090
PUBLIC WORKS / UTILITIES / WASTEWATER TREATMENT PLANT (WWTP)			
Lead Dept.	APCD Permits (Air Quality Management Districts) - for Generators, etc.	Issue Date + 5 years	40 CFR 70.6; GC §34090
Lead Dept.	Backflow Test Results / Backflow Assembly Test Reports	5 years	GC §34090
WWTP	Biosolids / Sewage Sludge Handling Logs and Weigh Tickets (Blockages)	5 years	Code of Federal Regulations requires 5 years; 40 CFR 503.17; 40 CFR 122.41(j)(2); GC §34090
Public Works / Lead Div.	Confined Space Entries / Hot Work Permits / Lockout-block outs / Lockout-tag outs / Energy Control Procedures (ECP) / Air Monitoring Calibrations	3 years	Cal/OSHA requests 3 years of documents of Lockout-block outs / Lockout-tag outs during audits; 8 CCR 5157(d)(14) & (e)(6); 29 CFR 1910.146(e)(6); GC §34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
PUBLIC WORKS / UTILITIES / WASTEWATER TREATMENT PLANT (WWTP)			
WWTP	Correspondence - **Regulatory Agencies** (Wastewater)	Minimum 5 years	Some correspondence from Regulatory Agencies need to be retained for long periods of time; GC §34090
Lead Dept.	Generator Operation Logs & Inspections	5 years	AQMD Rule 1470; Form 400–E–13a instructions; GC §34090
Lead Dept.	Operations & Maintenance Manuals / O & M Manuals	Life of Facility or Equipment	GC §34090
WWTP	Permits - **Wastewater Regulatory / Operating Permits**: Examples (CalARP, Cal OSHA, CERS, CUPA, NPDES, SWRCB, etc.)	Minimum 5 years	NPDES Monitoring records required for 3 years; 40 CFR §§122.21, 122.41, 122.44; GC §34090 CCP §337 et seq.
Lead Dept.	Pressure Vessel Certifications or Permits (Air Compressors, Propane, etc.)	Expiration of Certificate or Permit	GC §34090 et. seq.
WWTP	Reports - **Wastewater Reports to Regulatory Agencies**: Examples (CalARP, Cal OSHA, CERS, CUPA, NPDES, SWRCB, etc.)	Minimum 5 years	NPDES Monitoring records required for 3 years; 40 CFR §§122.21, 122.41, 122.44; GC §34090 CCP §337 et seq.
Lead Dept.	Safety Data Sheet (SDS) / Material Safety Data Sheet (MSDS) / Chemical Use Report Form (or records of the chemical / substance / agent, where & when it was used)	30 years	Previous MSDS may be obtained from a service; MSDS may be destroyed as long as a record of the chemical / substance / agent, where & when it was used is maintained for 30 years; Applies to qualified employers; Claims can be made for 30 years for toxic substance exposures; 8 CCR 3204(d)(1)(B)(2 and 3), 29 CFR 1910.1020(d)(1)(i), GC §34090
WWTP	Sanitary Survey of Sewer System	5 years	GC §34090
WWTP	SCADA Database (Wastewater)	Minimum 5 years	Data is interrelated; GC §34090
WWTP	Wastewater Treatment Plant Operators Certificates (posting required)	When Superseded	GC §34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
PUBLIC WORKS / UTILITIES / WASTEWATER TREATMENT PLANT (WWTP)			
WWTP	Wastewater Treatment Plant Safety Training Certificates (posting required)	Minimum 5 years	8 CCR §3203 et seq., 29 CFR 1627.3(b)(1), LC §6429(c); GC §§12946, 21960, 34090
Division Providing Service / Work	Work Orders / Service Requests / Service Orders - **CRM / CMMS DATABASE** (Computerized Maintenance Management System)	Minimum 5 years	Data is interrelated; GC §34090
Division Providing Service / Work	Work Orders / Service Requests / Service Orders - **All Information Entered in CRM / CMMS Database** (Paper drafts)	When No Longer Required	Preliminary drafts (the database is the original); GC §34090
Division Providing Service / Work	Work Orders / Service Requests / Service Orders - **NOT entered in CRM / CMMS Database** (or partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	5 years	City Preference; CCP §§338 et seq., 340 et seq., 342, GC §34090
PUBLIC WORKS / UTILITIES / WATER DISTRIBUTION			
Water Distribution	Fire Hydrant Flush and Valve Maintenance Records - May be in TRAKiT or CMMS	Minimum 5 years	GC §34090
Lead Dept.	Generator Operation Logs & Inspections	5 years	AQMD Rule 1470; Form 400–E–13a instructions; GC §34090
Lead Dept.	Safety Data Sheet (SDS) / Material Safety Data Sheet (MSDS) / Chemical Use Report Form (or records of the chemical / substance / agent, where & when it was used)	30 years	Previous MSDS may be obtained from a service; MSDS may be destroyed as long as a record of the chemical / substance / agent, where & when it was used is maintained for 30 years; Applies to qualified employers; Claims can be made for 30 years for toxic substance exposures; 8 CCR 3204(d)(1)(B)(2 and 3), 29 CFR 1910.1020(d)(1)(i), GC §34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
PUBLIC WORKS / UTILITIES / WATER DISTRIBUTION			
Public Works / Lead Div.	Underground Service Alerts (USA's) / Dig Alerts	Minimum 3 years	GC §§4216.2(d) & 4216.3(e), GC §34090
Division Providing Service / Work	Work Orders / Service Requests / Service Orders - **CRM / CMMS DATABASE** (Computerized Maintenance Management System)	Minimum 5 years	Data is interrelated; GC §34090
Division Providing Service / Work	Work Orders / Service Requests / Service Orders - **All Information Entered in CRM / CMMS Database** (Paper drafts)	When No Longer Required	Preliminary drafts (the database is the original); GC §34090
Division Providing Service / Work	Work Orders / Service Requests / Service Orders - **NOT entered in CRM / CMMS Database** (or partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	5 years	City Preference; CCP §§338 et seq., 340 et seq., 342, GC §34090
PUBLIC WORKS / UTILITIES / WATER TREATMENT PLANT (POTABLE WATER)			
Public Works / Lead Div.	Confined Space Entries / Hot Work Permits / Lockout-block outs / Lockout-tag outs / Energy Control Procedures (ECP) / Air Monitoring Calibrations	3 years	Cal/OSHA requests 3 years of documents of Lockout-block outs / Lockout-tag outs during audits; 8 CCR 5157(d)(14) & (e)(6); 29 CFR 1910.146(e)(6); GC §34090
Water Treatment Plant	Customer Concerns / Customer Complaints / Complaint Forms: Odor / Taste / Visual Complaints (Correspondence regarding Potable Water)	5 years	5 years is required in State and Federal law for any complaints; 40 CFR 122.41(j)(2) & 40 CFR 141.33(b); 22 CCR 64470(a)

Office of Record	Records Description	Total Retention Time	Comments / Reference
PUBLIC WORKS / UTILITIES / WATER TREATMENT PLANT (POTABLE WATER)			
Water Treatment Plant	Environmental Agencies / Regulatory Agencies for Potable Water - **Correspondence with Substantive Content**: DDW (Division of Drinking Water) / DWR (Department of Water Resources) / SWRCB (State Water Resources Control Board)	Minimum 10 years	GC §34090
Lead Dept.	Generator Operation Logs & Inspections	5 years	AQMD Rule 1470; Form 400–E–13a instructions; GC §34090
Water Treatment Plant	Leak Report / Annual Leak Report / Water Loss Reports	Minimum 2 years	GC §34090
Lead Dept.	Operations & Maintenance Manuals / O & M Manuals	Disposal of Equipment	GC §34090
Water Treatment Plant	Permits - **Water Regulatory / Operating Permits**: CalARP, CERS, Cal OSHA, DDW (Division of Drinking Water), DWR (Department of Water Resources), EPA, RMP, SWRCB (State Water Resources Control Board) ,etc.	3 Years	NPDES Monitoring records required for 3 years; 40 CFR §§122.21, 122.41, 122.44; GC §34090 CCP §337 et seq.
Water Treatment Plant	Plant Operator Logbooks	5 years	Meets Department of Public Heath requirements; GC §34090
Public Works / Lead Div.	Pressure Vessel Certifications or Permits (Air Compressors, Propane, etc.)	Expiration of Certificate or Permit	GC §34090 et. seq.
Water Treatment Plant	Regulatory Reports / **Water Reports to Regulatory Agencies**: CalARP, CERS, Cal OSHA, DDW (Division of Drinking Water), DWR (Department of Water Resources), EPA, RMP, SWRCB (State Water Resources Control Board), etc.	Minimum 10 years	NPDES Monitoring records required for 3 years; 40 CFR §§122.21, 122.41, 122.44; GC §34090 CCP §337 et seq.
Water Treatment Plant	Reservoirs: Maintenance, Videos, Inspections, etc.	Current and prior year	GC §34090

Office of Record	Records Description	Total Retention Time	Comments / Reference
PUBLIC WORKS / UTILITIES / WATER TREATMENT PLANT (POTABLE WATER)			
Lead Dept.	Safety Data Sheet (SDS) / Material Safety Data Sheet (MSDS) / Chemical Use Report Form (or records of the chemical / substance / agent, where & when it was used)	30 years	Previous MSDS may be obtained from a service; MSDS may be destroyed as long as a record of the chemical / substance / agent, where & when it was used is maintained for 30 years; Applies to qualified employers; Claims can be made for 30 years for toxic substance exposures; 8 CCR 3204(d)(1)(B)(2 and 3), 29 CFR 1910.1020(d)(1)(i), GC §34090
Water Treatment Plant	Sanitary Surveys of Water Sources	10 years	22 CCR §64470; GC §34090
Water Treatment Plant	SCADA Database (Water)	Minimum 5 years	Data is interrelated; GC §34090
Water Treatment Plant	Vulnerability Assessment / Emergency Response Plan / Risk & Resilience Assessment / Hazard Mitigation Plan	When Superseded - Minimum 2 years	Confidential; 42 USC 300i-2(d); GC §34090
Water Treatment Plant	Water Production Reads / Reports (to State DDW (Division of Drinking Water) / DWR (Department of Water Resources) / SWRCB (State Water Resources Control Board)	5 years	Meets California Department of Health requirements (3 years); GC §34090
Water Treatment Plant	Water Quality Reports / Consumer Confidence Reports	12 Years	State law requires 12 years, federal 10 years; 22 CCR §§ 64400.25; 64470, 64483(g), 40 CFR 141.33(a); 40 CFR 141.91 40 CFR 141.33(a); GC §34090
Water Treatment Plant	Water Treatment Plant Operators Certificates (posting required)	When Superseded	GC §34090
Water Treatment Plant	Water Treatment Plant Safety Training Certificates (posting required)	Minimum 5 years	8 CCR §3203 et seq., 29 CFR 1627.3(b)(1), LC §6429(c); GC §§12946, 21960, 34090

August 19, 2025

Agenda Item 1.Q

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution authorizing amendments to the previously adopted Master Salary Schedule effective June 29, 2025 to reflect an increase to the bi-weekly salary range for the Construction Project Manager from $4,554.42 - $5,535.91 to $4,868.67 - $5,917.89 bi-weekly and the Master Salary Schedule effective July 13, 2025 from $4,868.67 - $5,917.89 to $5,112.10 to $6,213.78 bi-weekly.

EXECUTIVE SUMMARY

The City's Classification and Compensation Plans and Master Salary Schedule establish the job classifications, job descriptions, and salary ranges for all City Personnel. City Council previously adopted a Master Salary Schedule effective June 29, 2025, subsequently amended to be effective on July 13, 2025, which included an amended classification and salary adjustment for the Supervising Construction Inspector position. This adjustment resulted in a misalignment in the supervisory pay relationship with the Construction Project Manager classification. To maintain internal equity and ensure alignment with the City's Compensation Philosophy, staff recommends City Council approve an amendment to the Master Salary Schedule effective June 29, 2025, and July 13, 2025, to increase the salary range for the Construction Project Manager.

BACKGROUND AND LEGISLATIVE HISTORY

The Human Resources Department periodically reviews existing classification specifications or develops new classifications to reflect changes in job responsibilities, organizational structure, education, experience, and evolving service needs. These updates help ensure that job classifications and associated salary ranges remain accurate, competitive, and aligned with the City's operational requirements.

On June 3, 2025, the City Council approved an amendment to the Supervising Construction Inspector classification and its associated salary range. This adjustment impacted the internal alignment of supervisory pay relationships and prompted a broader review to ensure continued consistency with the City's adopted Compensation Philosophy. As a result of this review, staff identified a misalignment in the supervisory pay relationship between the Supervising Construction Inspector and the Construction Project Manager classifications. To maintain internal equity and alignment with the City's Compensation Philosophy, staff recommends that the City Council approve an amendment to the Master Salary Schedule—effective June 29, 2025, to increase the salary range for the Construction Project Manager classification from $4,554.42-$5,535.91 to $4,868.67 - $5,917.89 biweekly.

Subsequently, on July 1, 2025, the City Council approved the Memorandum of Understanding with the Tracy Mid-Managers Bargaining Unit (TMMBU), the bargaining unit representing the Construction Project Manager classification. This action included an amendment to the Master Salary Schedule, effective July 13, 2025, to incorporate a 5% Cost of Living Adjustment for the Construction Project Manager classification. To maintain internal equity and alignment with the City's Compensation Philosophy and to reflect the Cost-of-Living Adjustment approved on July 1,

2025, staff recommends that the City Council approve an amendment to the Master Salary Schedule — effective July 13, 2025, to increase the salary range for the Construction Project Manager classification from $4,868.67 - $5,917.89 to $5,112.10 to $6,213.78 bi-weekly.

The Public Employees' Retirement Law governs the California Public Employees Retirement System (CalPERS) codified in Title 2 of the California Code of Regulations. Section 570.5 of the California Code of Regulations requires City Council approve the rate of pay for classification titles in a publicly available pay schedule for employees who are members of CalPERS. Under the City's Personnel Rules (Section 3.1.6), the City Council must approve the Classification and Compensation Plans and any amendments to said plans. State law requires that Council approve a Master Salary Schedule reflecting the salaries of all personnel. Under California Government Code § 37206, in general-law cities, the city council prescribes the time and method of payment of salaries and wages of officers and employees by ordinance or resolution.

ANALYSIS

Staff recommends amending the City's Classification and Compensation Plan to update the salary range for the Construction Project Manager classification to maintain internal equity and alignment with the City's adopted Compensation Philosophy. The City's Compensation Philosophy emphasizes the importance of internal alignment, including maintaining appropriate supervisory pay relationships and ensuring consistent compensation practices across classifications.

On June 3, 2025, the City Council approved a revised classification and salary range for the Supervising Construction Inspector position. The Construction Project Manager serves as the direct supervisor to this classification. The approved adjustment for the subordinate classification resulted in a pay structure misalignment, where the differential between the supervisor and subordinate positions fell below the City's established practice of maintaining at least a 10% salary differential.

To address this misalignment and restore the appropriate supervisory differential, staff recommends increasing the salary range for the Construction Project Manager classification from $4,554.42 – $5,535.91 to $4,868.67 – $5,917.89 bi-weekly, effective June 29, 2025.

Additionally, on July 1, 2025, the City Council approved the Memorandum of Understanding (MOU) with the Tracy Mid-Managers Bargaining Unit (TMMBU), which includes the Construction Project Manager classification. As part of this agreement, a 5% Cost of Living Adjustment (COLA) was approved, effective July 13, 2025. To accurately reflect this adjustment and maintain internal alignment with the City's Compensation Philosophy, staff recommends further increasing the salary range for the Construction Project Manager classification from $4,868.67 – $5,917.89 to $5,112.10 – $6,213.78 bi-weekly, effective July 13, 2025.

Accordingly, staff recommends amending the previously approved Master Salary Schedules to reflect the revised salary range for the Construction Project Manager classification. These amendments are effective June 29, 2025 (Attachment A) and July 13, 2025 (Attachment B), and apply solely to the classification addressed in this report.

FISCAL IMPACT

The increase associated with this adjustment will be absorbed within the Department's existing operating budget. No additional appropriation is required at this time.

STRATEGIC PLAN

This agenda item supports the City's Governance Strategy, and specifically implements the following goal:

Governance Strategy

Goal 5: Recruit, develop, and retain a high performing and inclusive workforce.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution authorizing amendments to the previously adopted Master Salary Schedule effective June 29, 2025, to reflect an increase to the biweekly salary range for the Construction Project Manager from $4,554.42-$5,535.91 to $4,868.67-$5,917.89 biweekly and the Master Salary Schedule effective July 13, 2025 from $4,868.67 - $5,917.89 to $5,112.10 to $6,213.78 bi-weekly.

Prepared by: JoAnn Weberg, Human Resources Manager

Reviewed by: Kimberly Murdaugh, Director of Human Resources
Sara Castro, Director of Finance
David Nefouse, City Attorney
Arturo Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachments:

A. [Proposed] Amended Master Salary Schedule Effective 06/29/25
B. [Proposed] Amended Master Salary Schedule Effective 07/13/25

CITY OF TRACY

Effective 06/29/2025

City of Tracy
Master Salary Schedule

Attachment A

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
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
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
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
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
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
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	4,868.67	10,548.79	126,585.42	60.8584
				B	5,112.10	11,076.22	132,914.60	63.9013
				C	5,367.71	11,630.04	139,560.46	67.0964
				D	5,636.08	12,211.51	146,538.08	70.4510
				E	5,917.89	12,822.10	153,865.14	73.9736
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
				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
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 DEVELOPMENT 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 DEVELOPMNT 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
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
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
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
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
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
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
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
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

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
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
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
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
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
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
5428	SENIOR LABORATORY TECHNICIAN		TEAMSTERS	A	3,206.00	6,946.33	83,356.00	40.0750
				B	3,366.30	7,293.65	87,523.80	42.0788
				C	3,534.61	7,658.32	91,899.86	44.1826
				D	3,711.34	8,041.24	96,494.84	46.3918
				E	3,896.91	8,443.31	101,319.66	48.7114
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
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
5416	SENIOR UT MECHANIC		TEAMSTERS	A	3,751.92	8,129.16	97,549.92	46.8990
				B	3,939.51	8,535.61	102,427.26	49.2439
				C	4,136.49	8,962.40	107,548.74	51.7061
				D	4,343.31	9,410.51	112,926.06	54.2914
				E	4,560.48	9,881.04	118,572.48	57.0060
5356	SENIOR UTILITIES WORKER		TEAMSTERS	A	2,893.88	6,270.07	75,240.88	36.1735
				B	3,038.44	6,583.29	78,999.44	37.9805
				C	3,190.28	6,912.27	82,947.28	39.8785
				D	3,350.28	7,258.94	87,107.28	41.8785
				E	3,516.67	7,619.45	91,433.42	43.9584
9109	SUMMER STUDENT INTERN		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
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
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
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

CITY OF TRACY

Attachment B

Effective 07/13/2025

City of Tracy
Master Salary Schedule

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4112	ACCOUNT CLERK		TTSSEA	A	2,448.21	5,304.46	63,653.46	30.6026
				B	2,570.63	5,569.70	66,836.38	32.1329
				C	2,699.15	5,848.16	70,177.90	33.7394
				D	2,834.12	6,140.59	73,687.12	35.4265
				E	2,975.83	6,447.63	77,371.58	37.1979
3106	ACCOUNTANT	Y	TMMBU	A	3,849.17	8,339.87	100,078.42	48.1146
				B	4,041.64	8,756.89	105,082.64	50.5205
				C	4,243.71	9,194.71	110,336.46	53.0464
				D	4,455.89	9,654.43	115,853.14	55.6986
				E	4,678.68	10,137.14	121,645.68	58.4835
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	3,010.82	6,523.44	78,281.32	37.6353
				B	3,161.38	6,849.66	82,195.88	39.5173
				C	3,319.44	7,192.12	86,305.44	41.4930
				D	3,485.42	7,551.74	90,620.92	43.5678
				E	3,659.71	7,929.37	95,152.46	45.7464
4102	ADMINISTRATIVE ASSISTANT		TTSSEA	A	2,437.39	5,281.01	63,372.14	30.4674
				B	2,559.24	5,545.02	66,540.24	31.9905
				C	2,687.21	5,822.29	69,867.46	33.5901
				D	2,821.56	6,113.38	73,360.56	35.2695
				E	2,962.63	6,419.03	77,028.38	37.0329
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	3,010.82	6,523.44	78,281.32	37.6353
				B	3,161.38	6,849.66	82,195.88	39.5173
				C	3,319.44	7,192.12	86,305.44	41.4930
				D	3,485.42	7,551.74	90,620.92	43.5678
				E	3,659.71	7,929.37	95,152.46	45.7464
3510	AIRPORT MANAGER	Y	TMMBU	A	3,907.22	8,465.64	101,587.72	48.8403
				B	4,102.56	8,888.88	106,666.56	51.2820
				C	4,307.68	9,333.31	111,999.68	53.8460
				D	4,523.05	9,799.94	117,599.30	56.5381
				E	4,749.20	10,289.93	123,479.20	59.3650

5522	ANIMAL SERVICES AIDE		TEAMSTERS	A	1,670.71	3,619.87	43,438.46	20.8839
				B	1,754.25	3,800.88	45,610.50	21.9281
				C	1,841.97	3,990.94	47,891.22	23.0246
				D	1,934.06	4,190.46	50,285.56	24.1758
				E	2,030.75	4,399.96	52,799.50	25.3844
3620	ANIMAL SERVICES MANAGER	Y	TMMBU	A	4,197.18	9,093.89	109,126.68	52.4648
				B	4,407.04	9,548.59	114,583.04	55.0880
				C	4,627.40	10,026.03	120,312.40	57.8425
				D	4,858.76	10,527.31	126,327.76	60.7345
				E	5,101.71	11,053.71	132,644.46	63.7714
5521	ANIMAL SERVICES OFFICER I		TEAMSTERS	A	2,325.30	5,038.15	60,457.80	29.0663
				B	2,441.52	5,289.96	63,479.52	30.5190
				C	2,563.59	5,554.45	66,653.34	32.0449
				D	2,691.77	5,832.17	69,986.02	33.6471
				E	2,826.39	6,123.85	73,486.14	35.3299
5523	ANIMAL SERVICES OFFICER II		TEAMSTERS	A	2,558.34	5,543.07	66,516.84	31.9793
				B	2,686.24	5,820.19	69,842.24	33.5780
				C	2,820.58	6,111.26	73,335.08	35.2573
				D	2,961.60	6,416.80	77,001.60	37.0200
				E	3,109.69	6,737.66	80,851.94	38.8711
3621	ANIMAL SERVICES SUPERVISOR		TMMBU Non-Exempt	A	3,110.00	6,738.33	80,860.00	38.8750
				B	3,265.50	7,075.25	84,903.00	40.8188
				C	3,428.76	7,428.98	89,147.76	42.8595
				D	3,600.21	7,800.46	93,605.46	45.0026
				E	3,780.22	8,190.48	98,285.72	47.2528
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	5,964.97	12,924.10	155,089.22	74.5621
				B	6,278.92	13,604.33	163,251.92	78.4865
				C	6,609.38	14,320.32	171,843.88	82.6173
				D	6,957.26	15,074.06	180,888.76	86.9658
				E	7,323.41	15,867.39	190,408.66	91.5426
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	4,095.20	8,872.93	106,475.20	51.1900
				B	4,299.93	9,316.52	111,798.18	53.7491
				C	4,514.94	9,782.37	117,388.44	56.4368
				D	4,740.69	10,271.50	123,257.94	59.2586
				E	4,977.72	10,785.06	129,420.72	62.2215
5232	ASSISTANT PLANNER		TEAMSTERS	A	3,340.38	7,237.49	86,849.88	41.7548
				B	3,507.40	7,599.37	91,192.40	43.8425
				C	3,682.77	7,979.34	95,752.02	46.0346
				D	3,866.91	8,378.31	100,539.66	48.3364
				E	4,060.25	8,797.21	105,566.50	50.7531
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	4,520.53	9,794.48	117,533.78	56.5066
				B	4,746.54	10,284.17	123,410.04	59.3318
				C	4,983.88	10,798.41	129,580.88	62.2985
				D	5,233.06	11,338.30	136,059.56	65.4133
				E	5,494.70	11,905.18	142,862.20	68.6838
3333	ASSOCIATE ENGINEER	Y	TMMBU	A	4,520.53	9,794.48	117,533.78	56.5066
				B	4,746.54	10,284.17	123,410.04	59.3318
				C	4,983.88	10,798.41	129,580.88	62.2985
				D	5,233.06	11,338.30	136,059.56	65.4133
				E	5,494.70	11,905.18	142,862.20	68.6838

3202	ASSOCIATE PLANNER	Y	TMMBU	A	3,825.62	8,288.84	99,466.12	47.8203
				B	4,016.90	8,703.28	104,439.40	50.2113
				C	4,217.75	9,138.46	109,661.50	52.7219
				D	4,428.64	9,595.39	115,144.64	55.3580
				E	4,650.08	10,075.17	120,902.08	58.1260
4451	BOX OFFICE ASSISTANT		TTSSEA	A	2,195.34	4,756.57	57,078.84	27.4418
				B	2,305.13	4,994.45	59,933.38	28.8141
				C	2,420.39	5,244.18	62,930.14	30.2549
				D	2,541.39	5,506.35	66,076.14	31.7674
				E	2,668.49	5,781.73	69,380.74	33.3561
4455	BOX OFFICE COORDINATOR		TTSSEA	A	2,902.48	6,288.71	75,464.48	36.2810
				B	3,047.61	6,603.16	79,237.86	38.0951
				C	3,199.98	6,933.29	83,199.48	39.9998
				D	3,359.98	7,279.96	87,359.48	41.9998
				E	3,527.98	7,643.96	91,727.48	44.0998
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	2,997.65	6,494.91	77,938.90	37.4706
				B	3,147.52	6,819.63	81,835.52	39.3440
				C	3,304.91	7,160.64	85,927.66	41.3114
				D	3,470.16	7,518.68	90,224.16	43.3770
				E	3,643.66	7,894.60	94,735.16	45.5458
5212	BUILDING INSPECTOR II		TEAMSTERS	A	3,828.49	8,295.06	99,540.74	47.8561
				B	4,019.94	8,709.87	104,518.44	50.2493
				C	4,220.91	9,145.31	109,743.66	52.7614
				D	4,431.97	9,602.60	115,231.22	55.3996
				E	4,653.53	10,082.65	120,991.78	58.1691
5320	BUILDING MAINTENANCE WORKER I		TEAMSTERS	A	2,544.23	5,512.50	66,149.98	31.8029
				B	2,671.46	5,788.16	69,457.96	33.3933
				C	2,805.03	6,077.57	72,930.78	35.0629
				D	2,945.29	6,381.46	76,577.54	36.8161
				E	3,092.55	6,700.53	80,406.30	38.6569
5321	BUILDING MAINTENANCE WORKER II		TEAMSTERS	A	2,805.10	6,077.72	72,932.60	35.0638
				B	2,945.36	6,381.61	76,579.36	36.8170
				C	3,092.62	6,700.68	80,408.12	38.6578
				D	3,247.24	7,035.69	84,428.24	40.5905
				E	3,409.62	7,387.51	88,650.12	42.6203

3341	BUILDING OFFICIAL	Y	TMMBU	A	5,798.78	12,564.02	150,768.28	72.4848
				B	6,088.70	13,192.18	158,306.20	76.1088
				C	6,393.16	13,851.85	166,222.16	79.9145
				D	6,712.80	14,544.40	174,532.80	83.9100
				E	7,048.45	15,271.64	183,259.70	88.1056
4501	BUILDING PERMIT TECHNICIAN I		TTSSEA	A	2,779.95	6,023.23	72,278.70	34.7494
				B	2,918.97	6,324.44	75,893.22	36.4871
				C	3,064.90	6,640.62	79,687.40	38.3113
				D	3,218.15	6,972.66	83,671.90	40.2269
				E	3,379.07	7,321.32	87,855.82	42.2384
4502	BUILDING PERMIT TECHNICIAN II		TTSSEA	A	3,064.97	6,640.77	79,689.22	38.3121
				B	3,218.23	6,972.83	83,673.98	40.2279
				C	3,379.14	7,321.47	87,857.64	42.2393
				D	3,548.11	7,687.57	92,250.86	44.3514
				E	3,725.51	8,071.94	96,863.26	46.5689
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
3110	CITY CLERK	Y	TMMBU	A	5,260.38	11,397.49	136,769.88	65.7548
				B	5,523.41	11,967.39	143,608.66	69.0426
				C	5,799.57	12,565.74	150,788.82	72.4946
				D	6,089.54	13,194.00	158,328.04	76.1193
				E	6,394.02	13,853.71	166,244.52	79.9253
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	4,057.86	8,792.03	105,504.36	50.7233
				B	4,260.74	9,231.60	110,779.24	53.2593

				C	4,473.78	9,693.19	116,318.28	55.9223
				D	4,697.48	10,177.87	122,134.48	58.7185
				E	4,932.35	10,686.76	128,241.10	61.6544
5202	CODE ENFORCEMENT OFFICER		TEAMSTERS	A	3,096.52	6,709.13	80,509.52	38.7065
				B	3,251.34	7,044.57	84,534.84	40.6418
				C	3,413.92	7,396.83	88,761.92	42.6740
				D	3,584.61	7,766.66	93,199.86	44.8076
				E	3,763.84	8,154.99	97,859.84	47.0480
4465	COMMUNICATIONS COORDINATOR		TTSSEA	A	2,902.48	6,288.71	75,464.48	36.2810
				B	3,047.61	6,603.16	79,237.86	38.0951
				C	3,199.98	6,933.29	83,199.48	39.9998
				D	3,359.98	7,279.96	87,359.48	41.9998
				E	3,527.98	7,643.96	91,727.48	44.0998
3315	COMMUNITY PRESERVATION MANAGER	Y	TMMBU	A	4,520.53	9,794.48	117,533.78	56.5066
				B	4,746.54	10,284.17	123,410.04	59.3318
				C	4,983.88	10,798.41	129,580.88	62.2985
				D	5,233.06	11,338.30	136,059.56	65.4133
				E	5,494.70	11,905.18	142,862.20	68.6838
5513	COMMUNITY SERVICES OFFICER		TEAMSTERS	A	2,703.87	5,858.39	70,300.62	33.7984
				B	2,839.06	6,151.30	73,815.56	35.4883
				C	2,980.98	6,458.79	77,505.48	37.2623
				D	3,130.05	6,781.78	81,381.30	39.1256
				E	3,286.57	7,120.90	85,450.82	41.0821
5222	CONSTRUCTION INSPECTOR I		TEAMSTERS	A	3,474.84	7,528.82	90,345.84	43.4355
				B	3,648.60	7,905.30	94,863.60	45.6075
				C	3,831.01	8,300.52	99,606.26	47.8876
				D	4,022.56	8,715.55	104,586.56	50.2820
				E	4,223.72	9,151.39	109,816.72	52.7965
5223	CONSTRUCTION INSPECTOR II		TEAMSTERS	A	3,831.17	8,300.87	99,610.42	47.8896
				B	4,022.73	8,715.92	104,590.98	50.2841
				C	4,223.85	9,151.68	109,820.10	52.7981
				D	4,435.08	9,609.34	115,312.08	55.4385
				E	4,656.82	10,089.78	121,077.32	58.2103
3347	CONSTRUCTION PROJECT MANAGER	Y	TMMBU	A	5,112.10	11,076.22	132,914.60	63.9013
				B	5,367.71	11,630.04	139,560.46	67.0964
				C	5,636.10	12,211.55	146,538.60	70.4513
				D	5,917.88	12,822.07	153,864.88	73.9735
				E	6,213.78	13,463.19	161,558.28	77.6723
4605	CRIME ANALYST		TTSSEA	A	3,284.86	7,117.20	85,406.36	41.0608
				B	3,449.10	7,473.05	89,676.60	43.1138
				C	3,621.58	7,846.76	94,161.08	45.2698

				D	3,802.66	8,239.10	98,869.16	47.5333
				E	3,992.76	8,650.98	103,811.76	49.9095
5514	CRIME PREVENTION SPECIALIST		TEAMSTERS	A	2,800.78	6,068.36	72,820.28	35.0098
				B	2,940.85	6,371.84	76,462.10	36.7606
				C	3,087.90	6,690.45	80,285.40	38.5988
				D	3,242.26	7,024.90	84,298.76	40.5283
				E	3,404.37	7,376.14	88,513.62	42.5546
3622	CRIME SCENE PROP UNIT SUPER		TMMBU Non-Exempt	A	3,344.25	7,245.88	86,950.50	41.8031
				B	3,511.45	7,608.14	91,297.70	43.8931
				C	3,686.99	7,988.48	95,861.74	46.0874
				D	3,871.34	8,387.90	100,654.84	48.3918
				E	4,064.92	8,807.33	105,687.92	50.8115
5517	CRIME SCENE TECHNICIAN		TEAMSTERS	A	3,033.25	6,572.04	78,864.50	37.9156
				B	3,184.87	6,900.55	82,806.62	39.8109
				C	3,344.13	7,245.62	86,947.38	41.8016
				D	3,511.35	7,607.93	91,295.10	43.8919
				E	3,686.92	7,988.33	95,859.92	46.0865
1108	CULTURAL ARTS COMMISSIONER				Stipend of $50.00 per meeting.			
3162	CULTURAL ARTS DIVISION MGR	Y	TMMBU	A	5,429.95	11,764.89	141,178.70	67.8744
				B	5,701.45	12,353.14	148,237.70	71.2681
				C	5,986.52	12,970.79	155,649.52	74.8315
				D	6,285.84	13,619.32	163,431.84	78.5730
				E	6,600.12	14,300.26	171,603.12	82.5015
4459	CULTURAL ARTS PROGRAM COORD		TTSSEA	A	2,902.48	6,288.71	75,464.48	36.2810
				B	3,047.61	6,603.16	79,237.86	38.0951
				C	3,199.98	6,933.29	83,199.48	39.9998
				D	3,359.98	7,279.96	87,359.48	41.9998
				E	3,527.98	7,643.96	91,727.48	44.0998
3524	CULTURAL ARTS SUPERVISOR	Y	TMMBU	A	4,197.18	9,093.89	109,126.68	52.4648
				B	4,407.04	9,548.59	114,583.04	55.0880
				C	4,627.40	10,026.03	120,312.40	57.8425
				D	4,858.76	10,527.31	126,327.76	60.7345
				E	5,101.71	11,053.71	132,644.46	63.7714
4461	CULTURAL ARTS TECHNICAL COORD		TTSSEA	A	2,437.39	5,281.01	63,372.14	30.4674
				B	2,559.24	5,545.02	66,540.24	31.9905
				C	2,687.21	5,822.29	69,867.46	33.5901
				D	2,821.56	6,113.38	73,360.56	35.2695
				E	2,962.63	6,419.03	77,028.38	37.0329
3523	CULTURAL ARTS TECHNICAL SUPV	Y	TMMBU	A	3,484.30	7,549.32	90,591.80	43.5538
				B	3,658.53	7,926.82	95,121.78	45.7316

				C	3,841.44	8,323.12	99,877.44	48.0180
				D	4,033.51	8,739.27	104,871.26	50.4189
				E	4,235.21	9,176.29	110,115.46	52.9401
3113	CYBER SECURITY OFFICER	Y	TMMBU	A	5,058.74	10,960.60	131,527.24	63.2343
				B	5,311.69	11,508.66	138,103.94	66.3961
				C	5,577.26	12,084.06	145,008.76	69.7158
				D	5,856.13	12,688.28	152,259.38	73.2016
				E	6,148.94	13,322.70	159,872.44	76.8618
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
4116	DEPUTY CITY CLERK		TTSSEA	A	3,233.97	7,006.94	84,083.22	40.4246
				B	3,395.68	7,357.31	88,287.68	42.4460
				C	3,565.46	7,725.16	92,701.96	44.5683
				D	3,743.74	8,111.44	97,337.24	46.7968
				E	3,930.93	8,517.02	102,204.18	49.1366
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 DEVELOPMENT ANALYST I	Y	TMMBU	A	3,528.65	7,645.41	91,744.90	44.1081
				B	3,705.08	8,027.67	96,332.08	46.3135
				C	3,890.34	8,429.07	101,148.84	48.6293
				D	4,084.86	8,850.53	106,206.36	51.0608
				E	4,289.10	9,293.05	111,516.60	53.6138
3209	ECONOMIC DEVELOPMNT ANALYST II	Y	TMMBU	A	4,057.86	8,792.03	105,504.36	50.7233
				B	4,260.74	9,231.60	110,779.24	53.2593
				C	4,473.78	9,693.19	116,318.28	55.9223
				D	4,697.48	10,177.87	122,134.48	58.7185
				E	4,932.35	10,686.76	128,241.10	61.6544
3207	ECONOMIC DEVELOPMENT MANAGER	Y	TMMBU	A	5,517.44	11,954.45	143,453.44	68.9680
				B	5,793.29	12,552.13	150,625.54	72.4161
				C	6,082.97	13,179.77	158,157.22	76.0371
				D	6,387.11	13,838.74	166,064.86	79.8389
				E	6,706.47	14,530.69	174,368.22	83.8309
5325	ELECTRICIAN		TEAMSTERS	A	3,843.28	8,327.11	99,925.28	48.0410
				B	4,035.47	8,743.52	104,922.22	50.4434
				C	4,237.25	9,180.71	110,168.50	52.9656
				D	4,449.09	9,639.70	115,676.34	55.6136
				E	4,671.54	10,121.67	121,460.04	58.3943
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	3,058.88	6,627.57	79,530.88	38.2360
				B	3,211.82	6,958.94	83,507.32	40.1478
				C	3,372.41	7,306.89	87,682.66	42.1551
				D	3,541.03	7,672.23	92,066.78	44.2629
				E	3,718.11	8,055.91	96,670.86	46.4764
5225	ENGINEERING TECHNICIAN II		TEAMSTERS	A	3,372.43	7,306.93	87,683.18	42.1554
				B	3,541.05	7,672.28	92,067.30	44.2631
				C	3,718.12	8,055.93	96,671.12	46.4765
				D	3,904.04	8,458.75	101,505.04	48.8005

				E	4,099.19	8,881.58	106,578.94	51.2399
3412	ENVIRONMENTAL COMPLIANCE ANLST	Y	TMMBU	A	4,057.86	8,792.03	105,504.36	50.7233
				B	4,260.74	9,231.60	110,779.24	53.2593
				C	4,473.78	9,693.19	116,318.28	55.9223
				D	4,697.48	10,177.87	122,134.48	58.7185
				E	4,932.35	10,686.76	128,241.10	61.6544
5424	ENVIRONMENTAL COMPLIANCE TECH		TEAMSTERS	A	2,900.00	6,283.33	75,400.00	36.2500
				B	3,044.98	6,597.46	79,169.48	38.0623
				C	3,197.25	6,927.38	83,128.50	39.9656
				D	3,357.09	7,273.70	87,284.34	41.9636
				E	3,524.93	7,637.35	91,648.18	44.0616
5313	EQUIPMENT MECHANIC I		TEAMSTERS	A	2,811.22	6,090.98	73,091.72	35.1403
				B	2,951.76	6,395.48	76,745.76	36.8970
				C	3,099.35	6,715.26	80,583.10	38.7419
				D	3,254.31	7,051.01	84,612.06	40.6789
				E	3,417.03	7,403.57	88,842.78	42.7129
5314	EQUIPMENT MECHANIC II		TEAMSTERS	A	3,099.34	6,715.24	80,582.84	38.7418
				B	3,254.32	7,051.03	84,612.32	40.6790
				C	3,417.02	7,403.54	88,842.52	42.7128
				D	3,587.87	7,773.72	93,284.62	44.8484
				E	3,767.26	8,162.40	97,948.76	47.0908
4108	EXECUTIVE ASSISTANT		TTSSEA	A	2,964.97	6,424.10	77,089.22	37.0621
				B	3,113.21	6,745.29	80,943.46	38.9151
				C	3,268.88	7,082.57	84,990.88	40.8610
				D	3,432.32	7,436.69	89,240.32	42.9040
				E	3,603.94	7,808.54	93,702.44	45.0493
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	3,528.65	7,645.41	91,744.90	44.1081
				B	3,705.08	8,027.67	96,332.08	46.3135
				C	3,890.34	8,429.07	101,148.84	48.6293
				D	4,084.86	8,850.53	106,206.36	51.0608
				E	4,289.10	9,293.05	111,516.60	53.6138
3108	FINANCIAL ANALYST II	Y	TMMBU	A	4,057.86	8,792.03	105,504.36	50.7233
				B	4,260.74	9,231.60	110,779.24	53.2593
				C	4,473.78	9,693.19	116,318.28	55.9223
				D	4,697.48	10,177.87	122,134.48	58.7185
				E	4,932.35	10,686.76	128,241.10	61.6544
3404	FLEET SUPERVISOR	Y	TMMBU	A	4,067.42	8,812.74	105,752.92	50.8428
				B	4,270.75	9,253.29	111,039.50	53.3844
				C	4,484.30	9,715.98	116,591.80	56.0538
				D	4,708.49	10,201.73	122,420.74	58.8561
				E	4,943.93	10,711.85	128,542.18	61.7991
3120	GIS ANALYST	Y	TMMBU	A	4,057.86	8,792.03	105,504.36	50.7233
				B	4,260.74	9,231.60	110,779.24	53.2593
				C	4,473.78	9,693.19	116,318.28	55.9223
				D	4,697.48	10,177.87	122,134.48	58.7185
				E	4,932.35	10,686.76	128,241.10	61.6544
4206	GIS TECHNICIAN		TTSSEA	A	3,284.86	7,117.20	85,406.36	41.0608
				B	3,449.10	7,473.05	89,676.60	43.1138
				C	3,621.58	7,846.76	94,161.08	45.2698
				D	3,802.66	8,239.10	98,869.16	47.5333
				E	3,992.76	8,650.98	103,811.76	49.9095
3215	HOMELESS SERVICES MANAGER	Y	TMMBU	A	5,015.84	10,867.65	130,411.84	62.6980
				B	5,266.63	11,411.03	136,932.38	65.8329
				C	5,529.97	11,981.60	143,779.22	69.1246
				D	5,806.46	12,580.66	150,967.96	72.5808
				E	6,096.77	13,209.67	158,516.02	76.2096
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	2,856.41	6,188.89	74,266.66	35.7051
				B	2,999.23	6,498.33	77,979.98	37.4904
				C	3,149.20	6,823.27	81,879.20	39.3650
				D	3,306.66	7,164.43	85,973.16	41.3333
				E	3,472.00	7,522.67	90,272.00	43.4000
4205	INFO SYSTEMS TECHNICIAN II		TTSSEA	A	3,284.86	7,117.20	85,406.36	41.0608
				B	3,449.10	7,473.05	89,676.60	43.1138
				C	3,621.58	7,846.76	94,161.08	45.2698
				D	3,802.66	8,239.10	98,869.16	47.5333
				E	3,992.76	8,650.98	103,811.76	49.9095
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	3,941.85	8,540.68	102,488.10	49.2731
				B	4,138.96	8,967.75	107,612.96	51.7370
				C	4,345.90	9,416.12	112,993.40	54.3238
				D	4,563.17	9,886.87	118,642.42	57.0396
				E	4,791.34	10,381.24	124,574.84	59.8918
5413	INSTRUMENTATION TECHNICIAN		TEAMSTERS	A	3,568.28	7,731.27	92,775.28	44.6035
				B	3,746.70	8,117.85	97,414.20	46.8338
				C	3,934.05	8,523.78	102,285.30	49.1756
				D	4,130.72	8,949.89	107,398.72	51.6340
				E	4,337.27	9,397.42	112,769.02	54.2159
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	3,717.97	8,055.60	96,667.22	46.4746

				B	3,903.88	8,458.41	101,500.88	48.7985
				C	4,099.04	8,881.25	106,575.04	51.2380
				D	4,304.01	9,325.36	111,904.26	53.8001
				E	4,519.22	9,791.64	117,499.72	56.4903
5423	LABORATORY QA OFFICER	Y	TMMBU	A	3,372.71	7,307.54	87,690.46	42.1589
				B	3,541.37	7,672.97	92,075.62	44.2671
				C	3,718.43	8,056.60	96,679.18	46.4804
				D	3,904.33	8,459.38	101,512.58	48.8041
				E	4,099.57	8,882.40	106,588.82	51.2446
5421	LABORATORY TECHNICIAN I		TEAMSTERS	A	2,775.82	6,014.28	72,171.32	34.6978
				B	2,914.58	6,314.92	75,779.08	36.4323
				C	3,060.34	6,630.74	79,568.84	38.2543
				D	3,213.35	6,962.26	83,547.10	40.1669
				E	3,374.00	7,310.33	87,724.00	42.1750
5422	LABORATORY TECHNICIAN II		TEAMSTERS	A	3,060.28	6,630.61	79,567.28	38.2535
				B	3,213.29	6,962.13	83,545.54	40.1661
				C	3,373.95	7,310.23	87,722.70	42.1744
				D	3,542.64	7,675.72	92,108.64	44.2830
				E	3,719.77	8,059.50	96,714.02	46.4971
3508	LANDSCAPE ARCHITECT	Y	TMMBU	A	4,463.66	9,671.26	116,055.16	55.7958
				B	4,686.81	10,154.76	121,857.06	58.5851
				C	4,921.15	10,662.49	127,949.90	61.5144
				D	5,167.22	11,195.64	134,347.72	64.5903
				E	5,425.60	11,755.47	141,065.60	67.8200
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	4,463.64	9,671.22	116,054.64	55.7955
				B	4,686.82	10,154.78	121,857.32	58.5853
				C	4,921.15	10,662.49	127,949.90	61.5144
				D	5,167.23	11,195.67	134,347.98	64.5904
				E	5,425.59	11,755.45	141,065.34	67.8199
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	2,069.14	4,483.14	53,797.64	25.8643
				B	2,172.61	4,707.32	56,487.86	27.1576
				C	2,281.22	4,942.64	59,311.72	28.5153
				D	2,395.28	5,189.77	62,277.28	29.9410
				E	2,515.05	5,449.28	65,391.30	31.4381
5303	MAINTENANCE WORKER II		TEAMSTERS	A	2,628.19	5,694.41	68,332.94	32.8524
				B	2,759.61	5,979.16	71,749.86	34.4951
				C	2,897.57	6,278.07	75,336.82	36.2196
				D	3,042.45	6,591.98	79,103.70	38.0306
				E	3,194.56	6,921.55	83,058.56	39.9320
3151	MANAGEMENT ANALYST I	Y	TMMBU	A	3,528.65	7,645.41	91,744.90	44.1081
				B	3,705.08	8,027.67	96,332.08	46.3135
				C	3,890.34	8,429.07	101,148.84	48.6293
				D	4,084.86	8,850.53	106,206.36	51.0608
				E	4,289.10	9,293.05	111,516.60	53.6138
3152	MANAGEMENT ANALYST II	Y	TMMBU	A	4,057.86	8,792.03	105,504.36	50.7233
				B	4,260.74	9,231.60	110,779.24	53.2593
				C	4,473.78	9,693.19	116,318.28	55.9223
				D	4,697.48	10,177.87	122,134.48	58.7185
				E	4,932.35	10,686.76	128,241.10	61.6544
4463	MARKETING COORDINATOR		TTSSEA	A	2,902.48	6,288.71	75,464.48	36.2810
				B	3,047.61	6,603.16	79,237.86	38.0951
				C	3,199.98	6,933.29	83,199.48	39.9998
				D	3,359.98	7,279.96	87,359.48	41.9998
				E	3,527.98	7,643.96	91,727.48	44.0998
1101	MAYOR		ELECTED		969.24	2,100.02	25,200.24	
3527	MEDIA SERVICES SUPERVISOR		TMMBU Non-Exempt	A	3,484.30	7,549.32	90,591.80	43.5538
				B	3,658.53	7,926.82	95,121.78	45.7316
				C	3,841.44	8,323.12	99,877.44	48.0180
				D	4,033.51	8,739.27	104,871.26	50.4189
				E	4,235.21	9,176.29	110,115.46	52.9401
5531	METER READER		TEAMSTERS	A	1,792.88	3,884.57	46,614.88	22.4110
				B	1,882.51	4,078.77	48,945.26	23.5314
				C	1,976.64	4,282.72	51,392.64	24.7080
				D	2,075.45	4,496.81	53,961.70	25.9431
				E	2,179.23	4,721.67	56,659.98	27.2404
4212	MULTIMEDIA COMMUNICATIONS ASST		TTSSEA	A	2,437.39	5,281.01	63,372.14	30.4674

				B	2,559.24	5,545.02	66,540.24	31.9905
				C	2,687.21	5,822.29	69,867.46	33.5901
				D	2,821.56	6,113.38	73,360.56	35.2695
				E	2,962.63	6,419.03	77,028.38	37.0329
4210	MULTIMEDIA COMMUNICATIONS COOR		TTSSEA	A	2,902.48	6,288.71	75,464.48	36.2810
				B	3,047.61	6,603.16	79,237.86	38.0951
				C	3,199.98	6,933.29	83,199.48	39.9998
				D	3,359.98	7,279.96	87,359.48	41.9998
				E	3,527.98	7,643.96	91,727.48	44.0998
4105	OFFICE ASSISTANT		TTSSEA	A	1,995.78	4,324.19	51,890.28	24.9473
				B	2,095.55	4,540.36	54,484.30	26.1944
				C	2,200.34	4,767.40	57,208.84	27.5043
				D	2,310.37	5,005.80	60,069.62	28.8796
				E	2,425.89	5,256.10	63,073.14	30.3236
3401	OPERATIONS SUPERINTENDENT	Y	TMMBU	A	4,689.30	10,160.15	121,921.80	58.6163
				B	4,923.78	10,668.19	128,018.28	61.5473
				C	5,169.96	11,201.58	134,418.96	64.6245
				D	5,428.47	11,761.69	141,140.22	67.8559
				E	5,699.87	12,349.72	148,196.62	71.2484
3405	OPERATIONS SUPERVISOR	Y	TMMBU	A	3,907.22	8,465.64	101,587.72	48.8403
				B	4,102.56	8,888.88	106,666.56	51.2820
				C	4,307.68	9,333.31	111,999.68	53.8460
				D	4,523.05	9,799.94	117,599.30	56.5381
				E	4,749.20	10,289.93	123,479.20	59.3650
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	4,910.00	10,638.33	127,660.00	61.3750
				B	5,155.50	11,170.25	134,043.00	64.4438
				C	5,413.26	11,728.73	140,744.76	67.6658
				D	5,683.94	12,315.20	147,782.44	71.0493
				E	5,968.16	12,931.01	155,172.16	74.6020
3507	PARKS PROJECT COORDINATOR	Y	TMMBU	A	3,880.86	8,408.53	100,902.36	48.5108
				B	4,074.91	8,828.97	105,947.66	50.9364
				C	4,278.67	9,270.45	111,245.42	53.4834
				D	4,492.60	9,733.97	116,807.60	56.1575
				E	4,717.22	10,220.64	122,647.72	58.9653

3306	PLAN CHECK ENGINEER	Y	TMMBU	A	5,434.17	11,774.04	141,288.42	67.9271
				B	5,705.87	12,362.72	148,352.62	71.3234
				C	5,991.17	12,980.87	155,770.42	74.8896
				D	6,290.74	13,629.94	163,559.24	78.6343
				E	6,605.28	14,311.44	171,737.28	82.5660
5214	PLAN EXAMINER I		TEAMSTERS	A	3,736.61	8,095.99	97,151.86	46.7076
				B	3,923.49	8,500.90	102,010.74	49.0436
				C	4,119.65	8,925.91	107,110.90	51.4956
				D	4,325.61	9,372.16	112,465.86	54.0701
				E	4,541.92	9,840.83	118,089.92	56.7740
5215	PLAN EXAMINER II		TEAMSTERS	A	4,119.72	8,926.06	107,112.72	51.4965
				B	4,325.75	9,372.46	112,469.50	54.0719
				C	4,542.01	9,841.02	118,092.26	56.7751
				D	4,769.10	10,333.05	123,996.60	59.6138
				E	5,007.60	10,849.80	130,197.60	62.5950
1106	PLANNING COMMISSIONER				Stipend of $50.00 per meeting.			
3517	PLANNING MANAGER	Y	TMMBU	A	5,539.09	12,001.36	144,016.34	69.2386
				B	5,816.04	12,601.42	151,217.04	72.7005
				C	6,106.85	13,231.51	158,778.10	76.3356
				D	6,412.19	13,893.08	166,716.94	80.1524
				E	6,732.81	14,587.76	175,053.06	84.1601
4506	PLANNING TECHNICIAN		TTSSEA	A	3,010.82	6,523.44	78,281.32	37.6353
				B	3,161.38	6,849.66	82,195.88	39.5173
				C	3,319.44	7,192.12	86,305.44	41.4930
				D	3,485.42	7,551.74	90,620.92	43.5678
				E	3,659.71	7,929.37	95,152.46	45.7464
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	7,181.44	15,559.79	186,717.44	89.7680
				B	7,540.53	16,337.82	196,053.78	94.2566
				C	7,917.54	17,154.67	205,856.04	98.9693
				D	8,313.42	18,012.41	216,148.92	103.9178
				E	8,729.13	18,913.12	226,957.38	109.1141
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	2,902.48	6,288.71	75,464.48	36.2810
				B	3,047.61	6,603.16	79,237.86	38.0951

			C	3,199.98	6,933.29	83,199.48	39.9998
			D	3,359.98	7,279.96	87,359.48	41.9998
			E	3,527.98	7,643.96	91,727.48	44.0998
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	2,902.48	6,288.71	75,464.48	36.2810
			B	3,047.61	6,603.16	79,237.86	38.0951
			C	3,199.98	6,933.29	83,199.48	39.9998
			D	3,359.98	7,279.96	87,359.48	41.9998
			E	3,527.98	7,643.96	91,727.48	44.0998
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	6,215.37	13,466.64	161,599.62	77.6921
			B	6,526.13	14,139.95	169,679.38	81.5766
			C	6,852.45	14,846.98	178,163.70	85.6556
			D	7,195.07	15,589.32	187,071.82	89.9384
			E	7,554.82	16,368.78	196,425.32	94.4353
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	2,474.08	5,360.51	64,326.08	30.9260
			B	2,597.81	5,628.59	67,543.06	32.4726
			C	2,727.70	5,910.02	70,920.20	34.0963

				D	2,864.05	6,205.44	74,465.30	35.8006
				E	3,007.26	6,515.73	78,188.76	37.5908
4104	POLICE RECORDS ASSISTANT II		TTSSEA	A	2,727.66	5,909.93	70,919.16	34.0958
				B	2,864.05	6,205.44	74,465.30	35.8006
				C	3,007.22	6,515.64	78,187.72	37.5903
				D	3,157.58	6,841.42	82,097.08	39.4698
				E	3,315.48	7,183.54	86,202.48	41.4435
3626	POLICE RECORDS SUPERVISOR	Y	TMMBU	A	3,546.21	7,683.46	92,201.46	44.3276
				B	3,723.53	8,067.65	96,811.78	46.5441
				C	3,909.70	8,471.02	101,652.20	48.8713
				D	4,105.19	8,894.58	106,734.94	51.3149
				E	4,310.43	9,339.27	112,071.18	53.8804
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	3,010.82	6,523.44	78,281.32	37.6353
				B	3,161.38	6,849.66	82,195.88	39.5173
				C	3,319.44	7,192.12	86,305.44	41.4930
				D	3,485.42	7,551.74	90,620.92	43.5678
				E	3,659.71	7,929.37	95,152.46	45.7464
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
5518	PROPERTY & EVIDENCE TECHNICIAN		TEAMSTERS	A	2,668.20	5,781.10	69,373.20	33.3525
				B	2,801.60	6,070.13	72,841.60	35.0200
				C	2,941.69	6,373.66	76,483.94	36.7711
				D	3,088.77	6,692.34	80,308.02	38.6096
				E	3,243.20	7,026.93	84,323.20	40.5400
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	4,115.19	8,916.25	106,994.94	51.4399
				B	4,320.95	9,362.06	112,344.70	54.0119
				C	4,537.02	9,830.21	117,962.52	56.7128
				D	4,763.86	10,321.70	123,860.36	59.5483
				E	5,002.06	10,837.80	130,053.56	62.5258
5502	PUBLIC SAFETY DISPATCHER I		TEAMSTERS	A	3,082.55	6,678.86	80,146.30	38.5319
				B	3,236.66	7,012.76	84,153.16	40.4583
				C	3,398.48	7,363.37	88,360.48	42.4810
				D	3,568.40	7,731.53	92,778.40	44.6050
				E	3,746.85	8,118.18	97,418.10	46.8356
5503	PUBLIC SAFETY DISPATCHER II		TEAMSTERS	A	3,391.61	7,348.49	88,181.86	42.3951
				B	3,561.17	7,715.87	92,590.42	44.5146
				C	3,739.24	8,101.69	97,220.24	46.7405
				D	3,926.19	8,506.75	102,080.94	49.0774
				E	4,122.51	8,932.11	107,185.26	51.5314
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	3,880.86	8,408.53	100,902.36	48.5108
				B	4,074.91	8,828.97	105,947.66	50.9364
				C	4,278.67	9,270.45	111,245.42	53.4834

				D	4,492.60	9,733.97	116,807.60	56.1575
				E	4,717.22	10,220.64	122,647.72	58.9653
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	2,902.48	6,288.71	75,464.48	36.2810
				B	3,047.61	6,603.16	79,237.86	38.0951
				C	3,199.98	6,933.29	83,199.48	39.9998
				D	3,359.98	7,279.96	87,359.48	41.9998
				E	3,527.98	7,643.96	91,727.48	44.0998
3513	RECREATION SERVICES MANAGER	Y	TMMBU	A	4,616.86	10,003.20	120,038.36	57.7108
				B	4,847.73	10,503.42	126,040.98	60.5966
				C	5,090.11	11,028.57	132,342.86	63.6264
				D	5,344.63	11,580.03	138,960.38	66.8079
				E	5,611.85	12,159.01	145,908.10	70.1481
3505	RECREATION SERVICES SUPERVISOR	Y	TMMBU	A	4,197.17	9,093.87	109,126.42	52.4646
				B	4,407.03	9,548.57	114,582.78	55.0879
				C	4,627.39	10,026.01	120,312.14	57.8424
				D	4,858.75	10,527.29	126,327.50	60.7344
				E	5,101.69	11,053.66	132,643.94	63.7711
9626	RECREATION SPECIALIZED INSTR		LIMITED SERVICE	A				16.6040
				B				36.5288
				C				56.9999
				D				0.0000
				E				0.0000
4113	SENIOR ACCOUNT CLERK		TTSSEA	A	2,698.49	5,846.73	70,160.74	33.7311
				B	2,833.40	6,139.03	73,668.40	35.4175
				C	2,975.09	6,446.03	77,352.34	37.1886
				D	3,123.84	6,768.32	81,219.84	39.0480

				E	3,280.02	7,106.71	85,280.52	41.0003
3105	SENIOR ACCOUNTANT	Y	TMMBU	A	4,361.63	9,450.20	113,402.38	54.5204
				B	4,579.73	9,922.75	119,072.98	57.2466
				C	4,808.71	10,418.87	125,026.46	60.1089
				D	5,049.15	10,939.83	131,277.90	63.1144
				E	5,301.61	11,486.82	137,841.86	66.2701
4202	SENIOR ACCOUNTING TECHNICIAN		TTSSEA	A	3,499.13	7,581.45	90,977.38	43.7391
				B	3,674.10	7,960.55	95,526.60	45.9263
				C	3,857.82	8,358.61	100,303.32	48.2228
				D	4,050.71	8,776.54	105,318.46	50.6339
				E	4,253.26	9,215.40	110,584.76	53.1658
5525	SENIOR ANIMAL SERVICES OFFICER		TEAMSTERS	A	2,814.17	6,097.37	73,168.42	35.1771
				B	2,954.89	6,402.26	76,827.14	36.9361
				C	3,102.62	6,722.34	80,668.12	38.7828
				D	3,257.76	7,058.48	84,701.76	40.7220
				E	3,420.66	7,411.43	88,937.16	42.7583
5323	SENIOR BLDG MAINT WORKER		TEAMSTERS	A	3,092.40	6,700.20	80,402.40	38.6550
				B	3,247.00	7,035.17	84,422.00	40.5875
				C	3,409.34	7,386.90	88,642.84	42.6168
				D	3,579.83	7,756.30	93,075.58	44.7479
				E	3,758.84	8,144.15	97,729.84	46.9855
3304	SENIOR CIVIL ENGINEER	Y	TMMBU	A	5,434.32	11,774.36	141,292.32	67.9290
				B	5,706.03	12,363.07	148,356.78	71.3254
				C	5,991.34	12,981.24	155,774.84	74.8918
				D	6,290.91	13,630.31	163,563.66	78.6364
				E	6,605.46	14,311.83	171,741.96	82.5683
5228	SENIOR CONSTRUCTION INSPECTOR		TEAMSTERS	A	4,214.30	9,130.98	109,571.80	52.6788
				B	4,425.02	9,587.54	115,050.52	55.3128
				C	4,646.27	10,066.92	120,803.02	58.0784
				D	4,878.58	10,570.26	126,843.08	60.9823
				E	5,122.51	11,098.77	133,185.26	64.0314
5315	SENIOR EQUIPMENT MECHANIC		TEAMSTERS	A	3,409.30	7,386.82	88,641.80	42.6163
				B	3,579.74	7,756.10	93,073.24	44.7468
				C	3,758.73	8,143.92	97,726.98	46.9841
				D	3,946.67	8,551.12	102,613.42	49.3334
				E	4,143.99	8,978.65	107,743.74	51.7999
4208	SENIOR INFO SYSTEMS TECHNICIAN		TTSSEA	A	3,613.34	7,828.90	93,946.84	45.1668
				B	3,794.02	8,220.38	98,644.52	47.4253
				C	3,983.72	8,631.39	103,576.72	49.7965
				D	4,182.92	9,062.99	108,755.92	52.2865
				E	4,392.05	9,516.11	114,193.30	54.9006

5428	SENIOR LABORATORY TECHNICIAN		TEAMSTERS	A	3,366.30	7,293.65	87,523.80	42.0788
				B	3,534.61	7,658.32	91,899.86	44.1826
				C	3,711.34	8,041.24	96,494.84	46.3918
				D	3,896.91	8,443.31	101,319.66	48.7114
				E	4,091.76	8,865.48	106,385.76	51.1470
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	2,893.36	6,268.95	75,227.36	36.1670
				B	3,038.01	6,582.36	78,988.26	37.9751
				C	3,189.91	6,911.47	82,937.66	39.8739
				D	3,349.42	7,257.08	87,084.92	41.8678
				E	3,516.87	7,619.89	91,438.62	43.9609
3203	SENIOR PLANNER	Y	TMMBU	A	4,658.47	10,093.35	121,120.22	58.2309
				B	4,891.39	10,598.01	127,176.14	61.1424
				C	5,135.98	11,127.96	133,535.48	64.1998
				D	5,392.78	11,684.36	140,212.28	67.4098
				E	5,662.41	12,268.56	147,222.66	70.7801
4410	SENIOR POLICE RECORDS ASSNT		TTSSEA	A	3,007.27	6,515.75	78,189.02	37.5909
				B	3,157.68	6,841.64	82,099.68	39.4710
				C	3,315.51	7,183.61	86,203.26	41.4439
				D	3,481.30	7,542.82	90,513.80	43.5163
				E	3,655.34	7,919.90	95,038.84	45.6918
5520	SENIOR PROP & EVIDENCE TECH		TEAMSTERS	A	2,935.01	6,359.19	76,310.26	36.6876
				B	3,081.76	6,677.15	80,125.76	38.5220
				C	3,235.85	7,011.01	84,132.10	40.4481
				D	3,397.63	7,361.53	88,338.38	42.4704
				E	3,567.52	7,729.63	92,755.52	44.5940
5504	SENIOR PUBLIC SAFETY DISPATCH		TEAMSTERS	A	3,739.07	8,101.32	97,215.82	46.7384
				B	3,926.03	8,506.40	102,076.78	49.0754
				C	4,122.32	8,931.69	107,180.32	51.5290
				D	4,328.45	9,378.31	112,539.70	54.1056
				E	4,544.89	9,847.26	118,167.14	56.8111
5416	SENIOR UT MECHANIC		TEAMSTERS	A	3,939.51	8,535.61	102,427.26	49.2439
				B	4,136.49	8,962.40	107,548.74	51.7061
				C	4,343.31	9,410.51	112,926.06	54.2914
				D	4,560.48	9,881.04	118,572.48	57.0060
				E	4,788.50	10,375.08	124,501.00	59.8563

5356	SENIOR UTILITIES WORKER		TEAMSTERS	A	3,038.57	6,583.57	79,002.82	37.9821
				B	3,190.36	6,912.45	82,949.36	39.8795
				C	3,349.79	7,257.88	87,094.54	41.8724
				D	3,517.79	7,621.88	91,462.54	43.9724
				E	3,692.50	8,000.42	96,005.00	46.1563
9109	SUMMER STUDENT INTERN		LIMITED SERVICE	A				16.6040
3343	SUPERVISING BUILDING INSP	Y	TMMBU	A	4,463.66	9,671.26	116,055.16	55.7958
				B	4,686.81	10,154.76	121,857.06	58.5851
				C	4,921.15	10,662.49	127,949.90	61.5144
				D	5,167.22	11,195.64	134,347.72	64.5903
				E	5,425.60	11,755.47	141,065.60	67.8200
3345	SUPERVISING CONSTRUCTION INSP	Y	TMMBU	A	4,635.73	10,044.08	120,528.98	57.9466
				B	4,867.51	10,546.27	126,555.26	60.8439
				C	5,110.89	11,073.60	132,883.14	63.8861
				D	5,366.43	11,627.27	139,527.18	67.0804
				E	5,634.75	12,208.63	146,503.50	70.4344
3117	SYSTEM ADMINISTRATOR	Y	TMMBU	A	4,057.86	8,792.03	105,504.36	50.7233
				B	4,260.74	9,231.60	110,779.24	53.2593
				C	4,473.78	9,693.19	116,318.28	55.9223
				D	4,697.48	10,177.87	122,134.48	58.7185
				E	4,932.35	10,686.76	128,241.10	61.6544
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	2,902.48	6,288.71	75,464.48	36.2810
				B	3,047.61	6,603.16	79,237.86	38.0951
				C	3,199.98	6,933.29	83,199.48	39.9998
				D	3,359.98	7,279.96	87,359.48	41.9998
				E	3,527.98	7,643.96	91,727.48	44.0998
3515	TRANSIT MANAGER	Y	TMMBU	A	4,520.53	9,794.48	117,533.78	56.5066
				B	4,746.54	10,284.17	123,410.04	59.3318
				C	4,983.88	10,798.41	129,580.88	62.2985
				D	5,233.06	11,338.30	136,059.56	65.4133
				E	5,494.70	11,905.18	142,862.20	68.6838
1109	TRANSPORT COMMISSIONER				Stipend of $50.00 per meeting.			
3426	UTILITIES LABORATORY SUPTNDT	Y	TMMBU	A	4,689.30	10,160.15	121,921.80	58.6163
				B	4,923.78	10,668.19	128,018.28	61.5473
				C	5,169.96	11,201.58	134,418.96	64.6245

				D	5,428.47	11,761.69	141,140.22	67.8559
				E	5,699.87	12,349.72	148,196.62	71.2484
3417	UTILITIES LABORATORY SUPV	Y	TMMBU	A	4,135.12	8,959.43	107,513.12	51.6890
				B	4,341.87	9,407.39	112,888.62	54.2734
				C	4,558.97	9,877.77	118,533.22	56.9871
				D	4,786.92	10,371.66	124,459.92	59.8365
				E	5,026.27	10,890.25	130,683.02	62.8284
3403	UTILITIES LINE MAINT SPRNTNDNT	Y	TMMBU	A	4,777.77	10,351.84	124,222.02	59.7221
				B	5,016.65	10,869.41	130,432.90	62.7081
				C	5,267.49	11,412.90	136,954.74	65.8436
				D	5,530.85	11,983.51	143,802.10	69.1356
				E	5,807.39	12,582.68	150,992.14	72.5924
5350	UTILITIES WORKER I		TEAMSTERS	A	2,171.78	4,705.52	56,466.28	27.1473
				B	2,280.62	4,941.34	59,296.12	28.5078
				C	2,394.21	5,187.46	62,249.46	29.9276
				D	2,514.49	5,448.06	65,376.74	31.4311
				E	2,641.45	5,723.14	68,677.70	33.0181
5353	UTILITIES WORKER II		TEAMSTERS	A	2,758.88	5,977.57	71,730.88	34.4860
				B	2,897.31	6,277.51	75,330.06	36.2164
				C	3,041.44	6,589.79	79,077.44	38.0180
				D	3,194.17	6,920.70	83,048.42	39.9271
				E	3,353.61	7,266.16	87,193.86	41.9201
3423	UTILITY MAINTAINANCE SPRNTNDNT	Y	TMMBU	A	4,866.20	10,543.43	126,521.20	60.8275
				B	5,109.51	11,070.61	132,847.26	63.8689
				C	5,364.99	11,624.15	139,489.74	67.0624
				D	5,633.23	12,205.33	146,463.98	70.4154
				E	5,914.89	12,815.60	153,787.14	73.9361
3419	UTILITY MAINTENANCE SUPERVISOR	Y	TMMBU	A	4,333.47	9,389.19	112,670.22	54.1684
				B	4,550.13	9,858.62	118,303.38	56.8766
				C	4,777.65	10,351.58	124,218.90	59.7206
				D	5,016.52	10,869.13	130,429.52	62.7065
				E	5,267.36	11,412.61	136,951.36	65.8420
5411	UTILITY MECHANIC I		TEAMSTERS	A	3,250.28	7,042.27	84,507.28	40.6285
				B	3,412.78	7,394.36	88,732.28	42.6598
				C	3,583.42	7,764.08	93,168.92	44.7928
				D	3,762.59	8,152.28	97,827.34	47.0324
				E	3,950.71	8,559.87	102,718.46	49.3839
5412	UTILITY MECHANIC II		TEAMSTERS	A	3,581.36	7,759.61	93,115.36	44.7670
				B	3,760.44	8,147.62	97,771.44	47.0055
				C	3,948.45	8,554.98	102,659.70	49.3556
				D	4,145.88	8,982.74	107,792.88	51.8235

				E	4,353.18	9,431.89	113,182.68	54.4148
5404	UTILITY OPERATOR		TEAMSTERS	A	4,382.04	9,494.42	113,933.04	54.7755
				B	4,601.09	9,969.03	119,628.34	57.5136
				C	4,831.16	10,467.51	125,610.16	60.3895
				D	5,072.73	10,990.92	131,890.98	63.4091
				E	5,326.36	11,540.45	138,485.36	66.5795
3422	WASTEWATER OP SUPERINTENDENT	Y	TMMBU	A	4,866.20	10,543.43	126,521.20	60.8275
				B	5,109.51	11,070.61	132,847.26	63.8689
				C	5,364.99	11,624.15	139,489.74	67.0624
				D	5,633.23	12,205.33	146,463.98	70.4154
				E	5,914.89	12,815.60	153,787.14	73.9361
5405	WASTEWATER TREAT PLANT OP I		TEAMSTERS	A	3,080.45	6,674.31	80,091.70	38.5056
				B	3,234.46	7,008.00	84,095.96	40.4308
				C	3,396.18	7,358.39	88,300.68	42.4523
				D	3,566.00	7,726.33	92,716.00	44.5750
				E	3,744.31	8,112.67	97,352.06	46.8039
5406	WASTEWATER TREAT PLANT OP II		TEAMSTERS	A	3,396.29	7,358.63	88,303.54	42.4536
				B	3,566.07	7,726.49	92,717.82	44.5759
				C	3,744.37	8,112.80	97,353.62	46.8046
				D	3,931.62	8,518.51	102,222.12	49.1453
				E	4,128.21	8,944.46	107,333.46	51.6026
5407	WASTEWATER TREAT PLANT OP III		TEAMSTERS	A	3,737.52	8,097.96	97,175.52	46.7190
				B	3,924.34	8,502.74	102,032.84	49.0543
				C	4,120.58	8,927.92	107,135.08	51.5073
				D	4,326.63	9,374.37	112,492.38	54.0829
				E	4,542.95	9,843.06	118,116.70	56.7869
3421	WATER OPS SUPERINTENDENT	Y	TMMBU	A	4,824.12	10,452.26	125,427.12	60.3015
				B	5,065.31	10,974.84	131,698.06	63.3164
				C	5,318.59	11,523.61	138,283.34	66.4824
				D	5,584.51	12,099.77	145,197.26	69.8064
				E	5,863.73	12,704.75	152,456.98	73.2966
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	4,520.53	9,794.48	117,533.78	56.5066
				B	4,746.54	10,284.17	123,410.04	59.3318
				C	4,983.88	10,798.41	129,580.88	62.2985
				D	5,233.06	11,338.30	136,059.56	65.4133
				E	5,494.70	11,905.18	142,862.20	68.6838

5401	WATER TREATMENT PLANT OPER I	TEAMSTERS	A	3,281.99	7,110.98	85,331.74	41.0249
			B	3,446.09	7,466.53	89,598.34	43.0761
			C	3,618.38	7,839.82	94,077.88	45.2298
			D	3,799.30	8,231.82	98,781.80	47.4913
			E	3,989.25	8,643.38	103,720.50	49.8656
5402	WATER TREATMENT PLANT OPER II	TEAMSTERS	A	3,618.48	7,840.04	94,080.48	45.2310
			B	3,799.40	8,232.03	98,784.40	47.4925
			C	3,989.38	8,643.66	103,723.88	49.8673
			D	4,188.83	9,075.80	108,909.58	52.3604
			E	4,398.27	9,529.59	114,355.02	54.9784
5403	WATER TREATMENT PLANT OPER III	TEAMSTERS	A	3,982.02	8,627.71	103,532.52	49.7753
			B	4,181.12	9,059.09	108,709.12	52.2640
			C	4,390.19	9,512.08	114,144.94	54.8774
			D	4,609.69	9,987.66	119,851.94	57.6211
			E	4,840.16	10,487.01	125,844.16	60.5020

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

AUTHORIZING AN AMENDMENT TO THE PREVIOUSLY ADOPTED MASTER SALARY SCHEDULE EFFECTIVE JUNE 29, 2025 TO REFLECT AN INCREASE TO THE BIWEEKLY SALARY RANGE FOR CONSTRUCTION PROJECT MANAGER FROM $4,554.42 - $5,535.91 TO $4,868.67-$5,917.89 BIWEEKLY AND THE MASTER SALARY SCHEDULE EFFECTIVE JULY 13, 2025 FROM $4,868.67 - $5,917.89 TO $5112.10 TO $6,213.78 BI-WEEKLY.

WHEREAS, the City has established Classification and Compensation Plans and Master Salary Schedule detailing all job classifications and salary ranges; and

WHEREAS, periodically, the Human Resources Department receives requests to review existing classification specifications or to develop new classification specifications to allow for changes that have occurred in areas such as job responsibilities, organizational structure, education, experience, and/or service needs; and

WHEREAS, City Council approved an amendment to the Supervising Construction Inspector classification and its associated salary range effective June 29, 2025; and

WHEREAS, City Council approved an amendment to the Master Salary Schedule for TMMBU authorizing a 5% COLA effective July 13, 2025; and

WHEREAS, to maintain appropriate supervisory salary relationship in accordance with the adopted Compensation Philosophy, increase the salary for Construction Project Manager; and

WHEREAS, the Public Employees' Retirement Law governs the California Public Employees Retirement System (CalPERS) codified in Title 2 of the California Code of Regulations. Section 570.5 of the California Code of Regulations requires the City Council to approve the rate of pay or classification titles in a publicly available pay schedule for employees who are members of CalPERS; and

WHEREAS, State law also requires that the City Council approve a Master Salary Schedule reflecting the salaries of all personnel; now therefore be it

RESOLVED: That the City Council of the City of Tracy hereby finds and determines that the foregoing recitals are true and correct and are hereby incorporated herein as findings and determinations of the City; and be it further

RESOLVED: That the City Council hereby authorizes amendments to the City's Classification and Compensation Plans and Master Salary Schedule, as set forth in the Proposed Master Salary Schedule shown in Exhibits A and Exhibits B; and be it further

RESOLVED: That the Proposed Master Salary Schedule shall become effective June 29, 2025 and July 13, 2025 respectively.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 19th day of August 2025, by the following vote:

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

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

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

Attachments:

A. Amended Master Salary Schedule Effective 6/29/2025
B. Amended Master Salary Schedule Effective 7/13/2025

CITY OF TRACY

City of Tracy
Master Salary Schedule

Effective 06/29/2025

Exhibit A

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
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
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
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
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
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
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	4,868.67	10,548.79	126,585.42	60.8584
				B	5,112.10	11,076.22	132,914.60	63.9013
				C	5,367.71	11,630.04	139,560.46	67.0964
				D	5,636.08	12,211.51	146,538.08	70.4510
				E	5,917.89	12,822.10	153,865.14	73.9736
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
				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
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 DEVELOPMENT 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 DEVELOPMNT 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
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
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
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
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
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
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
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
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

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
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
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
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
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
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
5428	SENIOR LABORATORY TECHNICIAN		TEAMSTERS	A	3,206.00	6,946.33	83,356.00	40.0750
				B	3,366.30	7,293.65	87,523.80	42.0788
				C	3,534.61	7,658.32	91,899.86	44.1826
				D	3,711.34	8,041.24	96,494.84	46.3918
				E	3,896.91	8,443.31	101,319.66	48.7114
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
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
5416	SENIOR UT MECHANIC		TEAMSTERS	A	3,751.92	8,129.16	97,549.92	46.8990
				B	3,939.51	8,535.61	102,427.26	49.2439
				C	4,136.49	8,962.40	107,548.74	51.7061
				D	4,343.31	9,410.51	112,926.06	54.2914
				E	4,560.48	9,881.04	118,572.48	57.0060
5356	SENIOR UTILITIES WORKER		TEAMSTERS	A	2,893.88	6,270.07	75,240.88	36.1735
				B	3,038.44	6,583.29	78,999.44	37.9805
				C	3,190.28	6,912.27	82,947.28	39.8785
				D	3,350.28	7,258.94	87,107.28	41.8785
				E	3,516.67	7,619.45	91,433.42	43.9584
9109	SUMMER STUDENT INTERN		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
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
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
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

CITY OF TRACY

Exhibit B

Effective 07/13/2025

City of Tracy
Master Salary Schedule

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4112	ACCOUNT CLERK		TTSSEA	A	2,448.21	5,304.46	63,653.46	30.6026
				B	2,570.63	5,569.70	66,836.38	32.1329
				C	2,699.15	5,848.16	70,177.90	33.7394
				D	2,834.12	6,140.59	73,687.12	35.4265
				E	2,975.83	6,447.63	77,371.58	37.1979
3106	ACCOUNTANT	Y	TMMBU	A	3,849.17	8,339.87	100,078.42	48.1146
				B	4,041.64	8,756.89	105,082.64	50.5205
				C	4,243.71	9,194.71	110,336.46	53.0464
				D	4,455.89	9,654.43	115,853.14	55.6986
				E	4,678.68	10,137.14	121,645.68	58.4835
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	3,010.82	6,523.44	78,281.32	37.6353
				B	3,161.38	6,849.66	82,195.88	39.5173
				C	3,319.44	7,192.12	86,305.44	41.4930
				D	3,485.42	7,551.74	90,620.92	43.5678
				E	3,659.71	7,929.37	95,152.46	45.7464
4102	ADMINISTRATIVE ASSISTANT		TTSSEA	A	2,437.39	5,281.01	63,372.14	30.4674
				B	2,559.24	5,545.02	66,540.24	31.9905
				C	2,687.21	5,822.29	69,867.46	33.5901
				D	2,821.56	6,113.38	73,360.56	35.2695
				E	2,962.63	6,419.03	77,028.38	37.0329
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	3,010.82	6,523.44	78,281.32	37.6353
				B	3,161.38	6,849.66	82,195.88	39.5173
				C	3,319.44	7,192.12	86,305.44	41.4930
				D	3,485.42	7,551.74	90,620.92	43.5678
				E	3,659.71	7,929.37	95,152.46	45.7464
3510	AIRPORT MANAGER	Y	TMMBU	A	3,907.22	8,465.64	101,587.72	48.8403
				B	4,102.56	8,888.88	106,666.56	51.2820
				C	4,307.68	9,333.31	111,999.68	53.8460
				D	4,523.05	9,799.94	117,599.30	56.5381
				E	4,749.20	10,289.93	123,479.20	59.3650

5522	ANIMAL SERVICES AIDE		TEAMSTERS	A	1,670.71	3,619.87	43,438.46	20.8839
				B	1,754.25	3,800.88	45,610.50	21.9281
				C	1,841.97	3,990.94	47,891.22	23.0246
				D	1,934.06	4,190.46	50,285.56	24.1758
				E	2,030.75	4,399.96	52,799.50	25.3844
3620	ANIMAL SERVICES MANAGER	Y	TMMBU	A	4,197.18	9,093.89	109,126.68	52.4648
				B	4,407.04	9,548.59	114,583.04	55.0880
				C	4,627.40	10,026.03	120,312.40	57.8425
				D	4,858.76	10,527.31	126,327.76	60.7345
				E	5,101.71	11,053.71	132,644.46	63.7714
5521	ANIMAL SERVICES OFFICER I		TEAMSTERS	A	2,325.30	5,038.15	60,457.80	29.0663
				B	2,441.52	5,289.96	63,479.52	30.5190
				C	2,563.59	5,554.45	66,653.34	32.0449
				D	2,691.77	5,832.17	69,986.02	33.6471
				E	2,826.39	6,123.85	73,486.14	35.3299
5523	ANIMAL SERVICES OFFICER II		TEAMSTERS	A	2,558.34	5,543.07	66,516.84	31.9793
				B	2,686.24	5,820.19	69,842.24	33.5780
				C	2,820.58	6,111.26	73,335.08	35.2573
				D	2,961.60	6,416.80	77,001.60	37.0200
				E	3,109.69	6,737.66	80,851.94	38.8711
3621	ANIMAL SERVICES SUPERVISOR		TMMBU Non-Exempt	A	3,110.00	6,738.33	80,860.00	38.8750
				B	3,265.50	7,075.25	84,903.00	40.8188
				C	3,428.76	7,428.98	89,147.76	42.8595
				D	3,600.21	7,800.46	93,605.46	45.0026
				E	3,780.22	8,190.48	98,285.72	47.2528
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	5,964.97	12,924.10	155,089.22	74.5621
				B	6,278.92	13,604.33	163,251.92	78.4865
				C	6,609.38	14,320.32	171,843.88	82.6173
				D	6,957.26	15,074.06	180,888.76	86.9658
				E	7,323.41	15,867.39	190,408.66	91.5426
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	4,095.20	8,872.93	106,475.20	51.1900
				B	4,299.93	9,316.52	111,798.18	53.7491
				C	4,514.94	9,782.37	117,388.44	56.4368
				D	4,740.69	10,271.50	123,257.94	59.2586
				E	4,977.72	10,785.06	129,420.72	62.2215
5232	ASSISTANT PLANNER		TEAMSTERS	A	3,340.38	7,237.49	86,849.88	41.7548
				B	3,507.40	7,599.37	91,192.40	43.8425
				C	3,682.77	7,979.34	95,752.02	46.0346
				D	3,866.91	8,378.31	100,539.66	48.3364
				E	4,060.25	8,797.21	105,566.50	50.7531
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	4,520.53	9,794.48	117,533.78	56.5066
				B	4,746.54	10,284.17	123,410.04	59.3318
				C	4,983.88	10,798.41	129,580.88	62.2985
				D	5,233.06	11,338.30	136,059.56	65.4133
				E	5,494.70	11,905.18	142,862.20	68.6838
3333	ASSOCIATE ENGINEER	Y	TMMBU	A	4,520.53	9,794.48	117,533.78	56.5066
				B	4,746.54	10,284.17	123,410.04	59.3318
				C	4,983.88	10,798.41	129,580.88	62.2985
				D	5,233.06	11,338.30	136,059.56	65.4133
				E	5,494.70	11,905.18	142,862.20	68.6838

3202	ASSOCIATE PLANNER	Y	TMMBU	A	3,825.62	8,288.84	99,466.12	47.8203
				B	4,016.90	8,703.28	104,439.40	50.2113
				C	4,217.75	9,138.46	109,661.50	52.7219
				D	4,428.64	9,595.39	115,144.64	55.3580
				E	4,650.08	10,075.17	120,902.08	58.1260
4451	BOX OFFICE ASSISTANT		TTSSEA	A	2,195.34	4,756.57	57,078.84	27.4418
				B	2,305.13	4,994.45	59,933.38	28.8141
				C	2,420.39	5,244.18	62,930.14	30.2549
				D	2,541.39	5,506.35	66,076.14	31.7674
				E	2,668.49	5,781.73	69,380.74	33.3561
4455	BOX OFFICE COORDINATOR		TTSSEA	A	2,902.48	6,288.71	75,464.48	36.2810
				B	3,047.61	6,603.16	79,237.86	38.0951
				C	3,199.98	6,933.29	83,199.48	39.9998
				D	3,359.98	7,279.96	87,359.48	41.9998
				E	3,527.98	7,643.96	91,727.48	44.0998
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	2,997.65	6,494.91	77,938.90	37.4706
				B	3,147.52	6,819.63	81,835.52	39.3440
				C	3,304.91	7,160.64	85,927.66	41.3114
				D	3,470.16	7,518.68	90,224.16	43.3770
				E	3,643.66	7,894.60	94,735.16	45.5458
5212	BUILDING INSPECTOR II		TEAMSTERS	A	3,828.49	8,295.06	99,540.74	47.8561
				B	4,019.94	8,709.87	104,518.44	50.2493
				C	4,220.91	9,145.31	109,743.66	52.7614
				D	4,431.97	9,602.60	115,231.22	55.3996
				E	4,653.53	10,082.65	120,991.78	58.1691
5320	BUILDING MAINTENANCE WORKER I		TEAMSTERS	A	2,544.23	5,512.50	66,149.98	31.8029
				B	2,671.46	5,788.16	69,457.96	33.3933
				C	2,805.03	6,077.57	72,930.78	35.0629
				D	2,945.29	6,381.46	76,577.54	36.8161
				E	3,092.55	6,700.53	80,406.30	38.6569
5321	BUILDING MAINTENANCE WORKER II		TEAMSTERS	A	2,805.10	6,077.72	72,932.60	35.0638
				B	2,945.36	6,381.61	76,579.36	36.8170
				C	3,092.62	6,700.68	80,408.12	38.6578
				D	3,247.24	7,035.69	84,428.24	40.5905
				E	3,409.62	7,387.51	88,650.12	42.6203

3341	BUILDING OFFICIAL	Y	TMMBU	A	5,798.78	12,564.02	150,768.28	72.4848
				B	6,088.70	13,192.18	158,306.20	76.1088
				C	6,393.16	13,851.85	166,222.16	79.9145
				D	6,712.80	14,544.40	174,532.80	83.9100
				E	7,048.45	15,271.64	183,259.70	88.1056
4501	BUILDING PERMIT TECHNICIAN I		TTSSEA	A	2,779.95	6,023.23	72,278.70	34.7494
				B	2,918.97	6,324.44	75,893.22	36.4871
				C	3,064.90	6,640.62	79,687.40	38.3113
				D	3,218.15	6,972.66	83,671.90	40.2269
				E	3,379.07	7,321.32	87,855.82	42.2384
4502	BUILDING PERMIT TECHNICIAN II		TTSSEA	A	3,064.97	6,640.77	79,689.22	38.3121
				B	3,218.23	6,972.83	83,673.98	40.2279
				C	3,379.14	7,321.47	87,857.64	42.2393
				D	3,548.11	7,687.57	92,250.86	44.3514
				E	3,725.51	8,071.94	96,863.26	46.5689
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
3110	CITY CLERK	Y	TMMBU	A	5,260.38	11,397.49	136,769.88	65.7548
				B	5,523.41	11,967.39	143,608.66	69.0426
				C	5,799.57	12,565.74	150,788.82	72.4946
				D	6,089.54	13,194.00	158,328.04	76.1193
				E	6,394.02	13,853.71	166,244.52	79.9253
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	4,057.86	8,792.03	105,504.36	50.7233
				B	4,260.74	9,231.60	110,779.24	53.2593

				C	4,473.78	9,693.19	116,318.28	55.9223
				D	4,697.48	10,177.87	122,134.48	58.7185
				E	4,932.35	10,686.76	128,241.10	61.6544
5202	CODE ENFORCEMENT OFFICER		TEAMSTERS	A	3,096.52	6,709.13	80,509.52	38.7065
				B	3,251.34	7,044.57	84,534.84	40.6418
				C	3,413.92	7,396.83	88,761.92	42.6740
				D	3,584.61	7,766.66	93,199.86	44.8076
				E	3,763.84	8,154.99	97,859.84	47.0480
4465	COMMUNICATIONS COORDINATOR		TTSSEA	A	2,902.48	6,288.71	75,464.48	36.2810
				B	3,047.61	6,603.16	79,237.86	38.0951
				C	3,199.98	6,933.29	83,199.48	39.9998
				D	3,359.98	7,279.96	87,359.48	41.9998
				E	3,527.98	7,643.96	91,727.48	44.0998
3315	COMMUNITY PRESERVATION MANAGER	Y	TMMBU	A	4,520.53	9,794.48	117,533.78	56.5066
				B	4,746.54	10,284.17	123,410.04	59.3318
				C	4,983.88	10,798.41	129,580.88	62.2985
				D	5,233.06	11,338.30	136,059.56	65.4133
				E	5,494.70	11,905.18	142,862.20	68.6838
5513	COMMUNITY SERVICES OFFICER		TEAMSTERS	A	2,703.87	5,858.39	70,300.62	33.7984
				B	2,839.06	6,151.30	73,815.56	35.4883
				C	2,980.98	6,458.79	77,505.48	37.2623
				D	3,130.05	6,781.78	81,381.30	39.1256
				E	3,286.57	7,120.90	85,450.82	41.0821
5222	CONSTRUCTION INSPECTOR I		TEAMSTERS	A	3,474.84	7,528.82	90,345.84	43.4355
				B	3,648.60	7,905.30	94,863.60	45.6075
				C	3,831.01	8,300.52	99,606.26	47.8876
				D	4,022.56	8,715.55	104,586.56	50.2820
				E	4,223.72	9,151.39	109,816.72	52.7965
5223	CONSTRUCTION INSPECTOR II		TEAMSTERS	A	3,831.17	8,300.87	99,610.42	47.8896
				B	4,022.73	8,715.92	104,590.98	50.2841
				C	4,223.85	9,151.68	109,820.10	52.7981
				D	4,435.08	9,609.34	115,312.08	55.4385
				E	4,656.82	10,089.78	121,077.32	58.2103
3347	CONSTRUCTION PROJECT MANAGER	Y	TMMBU	A	5,112.10	11,076.22	132,914.60	63.9013
				B	5,367.71	11,630.04	139,560.46	67.0964
				C	5,636.10	12,211.55	146,538.60	70.4513
				D	5,917.88	12,822.07	153,864.88	73.9735
				E	6,213.78	13,463.19	161,558.28	77.6723
4605	CRIME ANALYST		TTSSEA	A	3,284.86	7,117.20	85,406.36	41.0608
				B	3,449.10	7,473.05	89,676.60	43.1138
				C	3,621.58	7,846.76	94,161.08	45.2698

				D	3,802.66	8,239.10	98,869.16	47.5333
				E	3,992.76	8,650.98	103,811.76	49.9095
5514	CRIME PREVENTION SPECIALIST		TEAMSTERS	A	2,800.78	6,068.36	72,820.28	35.0098
				B	2,940.85	6,371.84	76,462.10	36.7606
				C	3,087.90	6,690.45	80,285.40	38.5988
				D	3,242.26	7,024.90	84,298.76	40.5283
				E	3,404.37	7,376.14	88,513.62	42.5546
3622	CRIME SCENE PROP UNIT SUPER		TMMBU Non-Exempt	A	3,344.25	7,245.88	86,950.50	41.8031
				B	3,511.45	7,608.14	91,297.70	43.8931
				C	3,686.99	7,988.48	95,861.74	46.0874
				D	3,871.34	8,387.90	100,654.84	48.3918
				E	4,064.92	8,807.33	105,687.92	50.8115
5517	CRIME SCENE TECHNICIAN		TEAMSTERS	A	3,033.25	6,572.04	78,864.50	37.9156
				B	3,184.87	6,900.55	82,806.62	39.8109
				C	3,344.13	7,245.62	86,947.38	41.8016
				D	3,511.35	7,607.93	91,295.10	43.8919
				E	3,686.92	7,988.33	95,859.92	46.0865
1108	CULTURAL ARTS COMMISSIONER				Stipend of $50.00 per meeting.			
3162	CULTURAL ARTS DIVISION MGR	Y	TMMBU	A	5,429.95	11,764.89	141,178.70	67.8744
				B	5,701.45	12,353.14	148,237.70	71.2681
				C	5,986.52	12,970.79	155,649.52	74.8315
				D	6,285.84	13,619.32	163,431.84	78.5730
				E	6,600.12	14,300.26	171,603.12	82.5015
4459	CULTURAL ARTS PROGRAM COORD		TTSSEA	A	2,902.48	6,288.71	75,464.48	36.2810
				B	3,047.61	6,603.16	79,237.86	38.0951
				C	3,199.98	6,933.29	83,199.48	39.9998
				D	3,359.98	7,279.96	87,359.48	41.9998
				E	3,527.98	7,643.96	91,727.48	44.0998
3524	CULTURAL ARTS SUPERVISOR	Y	TMMBU	A	4,197.18	9,093.89	109,126.68	52.4648
				B	4,407.04	9,548.59	114,583.04	55.0880
				C	4,627.40	10,026.03	120,312.40	57.8425
				D	4,858.76	10,527.31	126,327.76	60.7345
				E	5,101.71	11,053.71	132,644.46	63.7714
4461	CULTURAL ARTS TECHNICAL COORD		TTSSEA	A	2,437.39	5,281.01	63,372.14	30.4674
				B	2,559.24	5,545.02	66,540.24	31.9905
				C	2,687.21	5,822.29	69,867.46	33.5901
				D	2,821.56	6,113.38	73,360.56	35.2695
				E	2,962.63	6,419.03	77,028.38	37.0329
3523	CULTURAL ARTS TECHNICAL SUPV	Y	TMMBU	A	3,484.30	7,549.32	90,591.80	43.5538
				B	3,658.53	7,926.82	95,121.78	45.7316

				C	3,841.44	8,323.12	99,877.44	48.0180
				D	4,033.51	8,739.27	104,871.26	50.4189
				E	4,235.21	9,176.29	110,115.46	52.9401
3113	CYBER SECURITY OFFICER	Y	TMMBU	A	5,058.74	10,960.60	131,527.24	63.2343
				B	5,311.69	11,508.66	138,103.94	66.3961
				C	5,577.26	12,084.06	145,008.76	69.7158
				D	5,856.13	12,688.28	152,259.38	73.2016
				E	6,148.94	13,322.70	159,872.44	76.8618
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
4116	DEPUTY CITY CLERK		TTSSEA	A	3,233.97	7,006.94	84,083.22	40.4246
				B	3,395.68	7,357.31	88,287.68	42.4460
				C	3,565.46	7,725.16	92,701.96	44.5683
				D	3,743.74	8,111.44	97,337.24	46.7968
				E	3,930.93	8,517.02	102,204.18	49.1366
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 DEVELOPMENT ANALYST I	Y	TMMBU	A	3,528.65	7,645.41	91,744.90	44.1081
				B	3,705.08	8,027.67	96,332.08	46.3135
				C	3,890.34	8,429.07	101,148.84	48.6293
				D	4,084.86	8,850.53	106,206.36	51.0608
				E	4,289.10	9,293.05	111,516.60	53.6138
3209	ECONOMIC DEVELOPMNT ANALYST II	Y	TMMBU	A	4,057.86	8,792.03	105,504.36	50.7233
				B	4,260.74	9,231.60	110,779.24	53.2593
				C	4,473.78	9,693.19	116,318.28	55.9223
				D	4,697.48	10,177.87	122,134.48	58.7185
				E	4,932.35	10,686.76	128,241.10	61.6544
3207	ECONOMIC DEVELOPMENT MANAGER	Y	TMMBU	A	5,517.44	11,954.45	143,453.44	68.9680
				B	5,793.29	12,552.13	150,625.54	72.4161
				C	6,082.97	13,179.77	158,157.22	76.0371
				D	6,387.11	13,838.74	166,064.86	79.8389
				E	6,706.47	14,530.69	174,368.22	83.8309
5325	ELECTRICIAN		TEAMSTERS	A	3,843.28	8,327.11	99,925.28	48.0410
				B	4,035.47	8,743.52	104,922.22	50.4434
				C	4,237.25	9,180.71	110,168.50	52.9656
				D	4,449.09	9,639.70	115,676.34	55.6136
				E	4,671.54	10,121.67	121,460.04	58.3943
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	3,058.88	6,627.57	79,530.88	38.2360
				B	3,211.82	6,958.94	83,507.32	40.1478
				C	3,372.41	7,306.89	87,682.66	42.1551
				D	3,541.03	7,672.23	92,066.78	44.2629
				E	3,718.11	8,055.91	96,670.86	46.4764
5225	ENGINEERING TECHNICIAN II		TEAMSTERS	A	3,372.43	7,306.93	87,683.18	42.1554
				B	3,541.05	7,672.28	92,067.30	44.2631
				C	3,718.12	8,055.93	96,671.12	46.4765
				D	3,904.04	8,458.75	101,505.04	48.8005

				E	4,099.19	8,881.58	106,578.94	51.2399
3412	ENVIRONMENTAL COMPLIANCE ANLST	Y	TMMBU	A	4,057.86	8,792.03	105,504.36	50.7233
				B	4,260.74	9,231.60	110,779.24	53.2593
				C	4,473.78	9,693.19	116,318.28	55.9223
				D	4,697.48	10,177.87	122,134.48	58.7185
				E	4,932.35	10,686.76	128,241.10	61.6544
5424	ENVIRONMENTAL COMPLIANCE TECH		TEAMSTERS	A	2,900.00	6,283.33	75,400.00	36.2500
				B	3,044.98	6,597.46	79,169.48	38.0623
				C	3,197.25	6,927.38	83,128.50	39.9656
				D	3,357.09	7,273.70	87,284.34	41.9636
				E	3,524.93	7,637.35	91,648.18	44.0616
5313	EQUIPMENT MECHANIC I		TEAMSTERS	A	2,811.22	6,090.98	73,091.72	35.1403
				B	2,951.76	6,395.48	76,745.76	36.8970
				C	3,099.35	6,715.26	80,583.10	38.7419
				D	3,254.31	7,051.01	84,612.06	40.6789
				E	3,417.03	7,403.57	88,842.78	42.7129
5314	EQUIPMENT MECHANIC II		TEAMSTERS	A	3,099.34	6,715.24	80,582.84	38.7418
				B	3,254.32	7,051.03	84,612.32	40.6790
				C	3,417.02	7,403.54	88,842.52	42.7128
				D	3,587.87	7,773.72	93,284.62	44.8484
				E	3,767.26	8,162.40	97,948.76	47.0908
4108	EXECUTIVE ASSISTANT		TTSSEA	A	2,964.97	6,424.10	77,089.22	37.0621
				B	3,113.21	6,745.29	80,943.46	38.9151
				C	3,268.88	7,082.57	84,990.88	40.8610
				D	3,432.32	7,436.69	89,240.32	42.9040
				E	3,603.94	7,808.54	93,702.44	45.0493
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	3,528.65	7,645.41	91,744.90	44.1081
				B	3,705.08	8,027.67	96,332.08	46.3135
				C	3,890.34	8,429.07	101,148.84	48.6293
				D	4,084.86	8,850.53	106,206.36	51.0608
				E	4,289.10	9,293.05	111,516.60	53.6138
3108	FINANCIAL ANALYST II	Y	TMMBU	A	4,057.86	8,792.03	105,504.36	50.7233
				B	4,260.74	9,231.60	110,779.24	53.2593
				C	4,473.78	9,693.19	116,318.28	55.9223
				D	4,697.48	10,177.87	122,134.48	58.7185
				E	4,932.35	10,686.76	128,241.10	61.6544
3404	FLEET SUPERVISOR	Y	TMMBU	A	4,067.42	8,812.74	105,752.92	50.8428
				B	4,270.75	9,253.29	111,039.50	53.3844
				C	4,484.30	9,715.98	116,591.80	56.0538
				D	4,708.49	10,201.73	122,420.74	58.8561
				E	4,943.93	10,711.85	128,542.18	61.7991
3120	GIS ANALYST	Y	TMMBU	A	4,057.86	8,792.03	105,504.36	50.7233
				B	4,260.74	9,231.60	110,779.24	53.2593
				C	4,473.78	9,693.19	116,318.28	55.9223
				D	4,697.48	10,177.87	122,134.48	58.7185
				E	4,932.35	10,686.76	128,241.10	61.6544
4206	GIS TECHNICIAN		TTSSEA	A	3,284.86	7,117.20	85,406.36	41.0608
				B	3,449.10	7,473.05	89,676.60	43.1138
				C	3,621.58	7,846.76	94,161.08	45.2698
				D	3,802.66	8,239.10	98,869.16	47.5333
				E	3,992.76	8,650.98	103,811.76	49.9095
3215	HOMELESS SERVICES MANAGER	Y	TMMBU	A	5,015.84	10,867.65	130,411.84	62.6980
				B	5,266.63	11,411.03	136,932.38	65.8329
				C	5,529.97	11,981.60	143,779.22	69.1246
				D	5,806.46	12,580.66	150,967.96	72.5808
				E	6,096.77	13,209.67	158,516.02	76.2096
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	2,856.41	6,188.89	74,266.66	35.7051
				B	2,999.23	6,498.33	77,979.98	37.4904
				C	3,149.20	6,823.27	81,879.20	39.3650
				D	3,306.66	7,164.43	85,973.16	41.3333
				E	3,472.00	7,522.67	90,272.00	43.4000
4205	INFO SYSTEMS TECHNICIAN II		TTSSEA	A	3,284.86	7,117.20	85,406.36	41.0608
				B	3,449.10	7,473.05	89,676.60	43.1138
				C	3,621.58	7,846.76	94,161.08	45.2698
				D	3,802.66	8,239.10	98,869.16	47.5333
				E	3,992.76	8,650.98	103,811.76	49.9095
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	3,941.85	8,540.68	102,488.10	49.2731
				B	4,138.96	8,967.75	107,612.96	51.7370
				C	4,345.90	9,416.12	112,993.40	54.3238
				D	4,563.17	9,886.87	118,642.42	57.0396
				E	4,791.34	10,381.24	124,574.84	59.8918
5413	INSTRUMENTATION TECHNICIAN		TEAMSTERS	A	3,568.28	7,731.27	92,775.28	44.6035
				B	3,746.70	8,117.85	97,414.20	46.8338
				C	3,934.05	8,523.78	102,285.30	49.1756
				D	4,130.72	8,949.89	107,398.72	51.6340
				E	4,337.27	9,397.42	112,769.02	54.2159
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	3,717.97	8,055.60	96,667.22	46.4746

				B	3,903.88	8,458.41	101,500.88	48.7985
				C	4,099.04	8,881.25	106,575.04	51.2380
				D	4,304.01	9,325.36	111,904.26	53.8001
				E	4,519.22	9,791.64	117,499.72	56.4903
5423	LABORATORY QA OFFICER	Y	TMMBU	A	3,372.71	7,307.54	87,690.46	42.1589
				B	3,541.37	7,672.97	92,075.62	44.2671
				C	3,718.43	8,056.60	96,679.18	46.4804
				D	3,904.33	8,459.38	101,512.58	48.8041
				E	4,099.57	8,882.40	106,588.82	51.2446
5421	LABORATORY TECHNICIAN I		TEAMSTERS	A	2,775.82	6,014.28	72,171.32	34.6978
				B	2,914.58	6,314.92	75,779.08	36.4323
				C	3,060.34	6,630.74	79,568.84	38.2543
				D	3,213.35	6,962.26	83,547.10	40.1669
				E	3,374.00	7,310.33	87,724.00	42.1750
5422	LABORATORY TECHNICIAN II		TEAMSTERS	A	3,060.28	6,630.61	79,567.28	38.2535
				B	3,213.29	6,962.13	83,545.54	40.1661
				C	3,373.95	7,310.23	87,722.70	42.1744
				D	3,542.64	7,675.72	92,108.64	44.2830
				E	3,719.77	8,059.50	96,714.02	46.4971
3508	LANDSCAPE ARCHITECT	Y	TMMBU	A	4,463.66	9,671.26	116,055.16	55.7958
				B	4,686.81	10,154.76	121,857.06	58.5851
				C	4,921.15	10,662.49	127,949.90	61.5144
				D	5,167.22	11,195.64	134,347.72	64.5903
				E	5,425.60	11,755.47	141,065.60	67.8200
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	4,463.64	9,671.22	116,054.64	55.7955
				B	4,686.82	10,154.78	121,857.32	58.5853
				C	4,921.15	10,662.49	127,949.90	61.5144
				D	5,167.23	11,195.67	134,347.98	64.5904
				E	5,425.59	11,755.45	141,065.34	67.8199
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	2,069.14	4,483.14	53,797.64	25.8643
				B	2,172.61	4,707.32	56,487.86	27.1576
				C	2,281.22	4,942.64	59,311.72	28.5153
				D	2,395.28	5,189.77	62,277.28	29.9410
				E	2,515.05	5,449.28	65,391.30	31.4381
5303	MAINTENANCE WORKER II		TEAMSTERS	A	2,628.19	5,694.41	68,332.94	32.8524
				B	2,759.61	5,979.16	71,749.86	34.4951
				C	2,897.57	6,278.07	75,336.82	36.2196
				D	3,042.45	6,591.98	79,103.70	38.0306
				E	3,194.56	6,921.55	83,058.56	39.9320
3151	MANAGEMENT ANALYST I	Y	TMMBU	A	3,528.65	7,645.41	91,744.90	44.1081
				B	3,705.08	8,027.67	96,332.08	46.3135
				C	3,890.34	8,429.07	101,148.84	48.6293
				D	4,084.86	8,850.53	106,206.36	51.0608
				E	4,289.10	9,293.05	111,516.60	53.6138
3152	MANAGEMENT ANALYST II	Y	TMMBU	A	4,057.86	8,792.03	105,504.36	50.7233
				B	4,260.74	9,231.60	110,779.24	53.2593
				C	4,473.78	9,693.19	116,318.28	55.9223
				D	4,697.48	10,177.87	122,134.48	58.7185
				E	4,932.35	10,686.76	128,241.10	61.6544
4463	MARKETING COORDINATOR		TTSSEA	A	2,902.48	6,288.71	75,464.48	36.2810
				B	3,047.61	6,603.16	79,237.86	38.0951
				C	3,199.98	6,933.29	83,199.48	39.9998
				D	3,359.98	7,279.96	87,359.48	41.9998
				E	3,527.98	7,643.96	91,727.48	44.0998
1101	MAYOR		ELECTED		969.24	2,100.02	25,200.24	
3527	MEDIA SERVICES SUPERVISOR		TMMBU Non-Exempt	A	3,484.30	7,549.32	90,591.80	43.5538
				B	3,658.53	7,926.82	95,121.78	45.7316
				C	3,841.44	8,323.12	99,877.44	48.0180
				D	4,033.51	8,739.27	104,871.26	50.4189
				E	4,235.21	9,176.29	110,115.46	52.9401
5531	METER READER		TEAMSTERS	A	1,792.88	3,884.57	46,614.88	22.4110
				B	1,882.51	4,078.77	48,945.26	23.5314
				C	1,976.64	4,282.72	51,392.64	24.7080
				D	2,075.45	4,496.81	53,961.70	25.9431
				E	2,179.23	4,721.67	56,659.98	27.2404
4212	MULTIMEDIA COMMUNICATIONS ASST		TTSSEA	A	2,437.39	5,281.01	63,372.14	30.4674

				B	2,559.24	5,545.02	66,540.24	31.9905
				C	2,687.21	5,822.29	69,867.46	33.5901
				D	2,821.56	6,113.38	73,360.56	35.2695
				E	2,962.63	6,419.03	77,028.38	37.0329
4210	MULTIMEDIA COMMUNICATIONS COOR		TTSSEA	A	2,902.48	6,288.71	75,464.48	36.2810
				B	3,047.61	6,603.16	79,237.86	38.0951
				C	3,199.98	6,933.29	83,199.48	39.9998
				D	3,359.98	7,279.96	87,359.48	41.9998
				E	3,527.98	7,643.96	91,727.48	44.0998
4105	OFFICE ASSISTANT		TTSSEA	A	1,995.78	4,324.19	51,890.28	24.9473
				B	2,095.55	4,540.36	54,484.30	26.1944
				C	2,200.34	4,767.40	57,208.84	27.5043
				D	2,310.37	5,005.80	60,069.62	28.8796
				E	2,425.89	5,256.10	63,073.14	30.3236
3401	OPERATIONS SUPERINTENDENT	Y	TMMBU	A	4,689.30	10,160.15	121,921.80	58.6163
				B	4,923.78	10,668.19	128,018.28	61.5473
				C	5,169.96	11,201.58	134,418.96	64.6245
				D	5,428.47	11,761.69	141,140.22	67.8559
				E	5,699.87	12,349.72	148,196.62	71.2484
3405	OPERATIONS SUPERVISOR	Y	TMMBU	A	3,907.22	8,465.64	101,587.72	48.8403
				B	4,102.56	8,888.88	106,666.56	51.2820
				C	4,307.68	9,333.31	111,999.68	53.8460
				D	4,523.05	9,799.94	117,599.30	56.5381
				E	4,749.20	10,289.93	123,479.20	59.3650
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	4,910.00	10,638.33	127,660.00	61.3750
				B	5,155.50	11,170.25	134,043.00	64.4438
				C	5,413.26	11,728.73	140,744.76	67.6658
				D	5,683.94	12,315.20	147,782.44	71.0493
				E	5,968.16	12,931.01	155,172.16	74.6020
3507	PARKS PROJECT COORDINATOR	Y	TMMBU	A	3,880.86	8,408.53	100,902.36	48.5108
				B	4,074.91	8,828.97	105,947.66	50.9364
				C	4,278.67	9,270.45	111,245.42	53.4834
				D	4,492.60	9,733.97	116,807.60	56.1575
				E	4,717.22	10,220.64	122,647.72	58.9653

3306	PLAN CHECK ENGINEER	Y	TMMBU	A	5,434.17	11,774.04	141,288.42	67.9271
				B	5,705.87	12,362.72	148,352.62	71.3234
				C	5,991.17	12,980.87	155,770.42	74.8896
				D	6,290.74	13,629.94	163,559.24	78.6343
				E	6,605.28	14,311.44	171,737.28	82.5660
5214	PLAN EXAMINER I		TEAMSTERS	A	3,736.61	8,095.99	97,151.86	46.7076
				B	3,923.49	8,500.90	102,010.74	49.0436
				C	4,119.65	8,925.91	107,110.90	51.4956
				D	4,325.61	9,372.16	112,465.86	54.0701
				E	4,541.92	9,840.83	118,089.92	56.7740
5215	PLAN EXAMINER II		TEAMSTERS	A	4,119.72	8,926.06	107,112.72	51.4965
				B	4,325.75	9,372.46	112,469.50	54.0719
				C	4,542.01	9,841.02	118,092.26	56.7751
				D	4,769.10	10,333.05	123,996.60	59.6138
				E	5,007.60	10,849.80	130,197.60	62.5950
1106	PLANNING COMMISSIONER				Stipend of $50.00 per meeting.			
3517	PLANNING MANAGER	Y	TMMBU	A	5,539.09	12,001.36	144,016.34	69.2386
				B	5,816.04	12,601.42	151,217.04	72.7005
				C	6,106.85	13,231.51	158,778.10	76.3356
				D	6,412.19	13,893.08	166,716.94	80.1524
				E	6,732.81	14,587.76	175,053.06	84.1601
4506	PLANNING TECHNICIAN		TTSSEA	A	3,010.82	6,523.44	78,281.32	37.6353
				B	3,161.38	6,849.66	82,195.88	39.5173
				C	3,319.44	7,192.12	86,305.44	41.4930
				D	3,485.42	7,551.74	90,620.92	43.5678
				E	3,659.71	7,929.37	95,152.46	45.7464
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	7,181.44	15,559.79	186,717.44	89.7680
				B	7,540.53	16,337.82	196,053.78	94.2566
				C	7,917.54	17,154.67	205,856.04	98.9693
				D	8,313.42	18,012.41	216,148.92	103.9178
				E	8,729.13	18,913.12	226,957.38	109.1141
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	2,902.48	6,288.71	75,464.48	36.2810
				B	3,047.61	6,603.16	79,237.86	38.0951

			C	3,199.98	6,933.29	83,199.48	39.9998
			D	3,359.98	7,279.96	87,359.48	41.9998
			E	3,527.98	7,643.96	91,727.48	44.0998
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	2,902.48	6,288.71	75,464.48	36.2810
			B	3,047.61	6,603.16	79,237.86	38.0951
			C	3,199.98	6,933.29	83,199.48	39.9998
			D	3,359.98	7,279.96	87,359.48	41.9998
			E	3,527.98	7,643.96	91,727.48	44.0998
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	6,215.37	13,466.64	161,599.62	77.6921
			B	6,526.13	14,139.95	169,679.38	81.5766
			C	6,852.45	14,846.98	178,163.70	85.6556
			D	7,195.07	15,589.32	187,071.82	89.9384
			E	7,554.82	16,368.78	196,425.32	94.4353
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	2,474.08	5,360.51	64,326.08	30.9260
			B	2,597.81	5,628.59	67,543.06	32.4726
			C	2,727.70	5,910.02	70,920.20	34.0963

				D	2,864.05	6,205.44	74,465.30	35.8006
				E	3,007.26	6,515.73	78,188.76	37.5908
4104	POLICE RECORDS ASSISTANT II		TTSSEA	A	2,727.66	5,909.93	70,919.16	34.0958
				B	2,864.05	6,205.44	74,465.30	35.8006
				C	3,007.22	6,515.64	78,187.72	37.5903
				D	3,157.58	6,841.42	82,097.08	39.4698
				E	3,315.48	7,183.54	86,202.48	41.4435
3626	POLICE RECORDS SUPERVISOR	Y	TMMBU	A	3,546.21	7,683.46	92,201.46	44.3276
				B	3,723.53	8,067.65	96,811.78	46.5441
				C	3,909.70	8,471.02	101,652.20	48.8713
				D	4,105.19	8,894.58	106,734.94	51.3149
				E	4,310.43	9,339.27	112,071.18	53.8804
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	3,010.82	6,523.44	78,281.32	37.6353
				B	3,161.38	6,849.66	82,195.88	39.5173
				C	3,319.44	7,192.12	86,305.44	41.4930
				D	3,485.42	7,551.74	90,620.92	43.5678
				E	3,659.71	7,929.37	95,152.46	45.7464
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
5518	PROPERTY & EVIDENCE TECHNICIAN		TEAMSTERS	A	2,668.20	5,781.10	69,373.20	33.3525
				B	2,801.60	6,070.13	72,841.60	35.0200
				C	2,941.69	6,373.66	76,483.94	36.7711
				D	3,088.77	6,692.34	80,308.02	38.6096
				E	3,243.20	7,026.93	84,323.20	40.5400
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	4,115.19	8,916.25	106,994.94	51.4399
				B	4,320.95	9,362.06	112,344.70	54.0119
				C	4,537.02	9,830.21	117,962.52	56.7128
				D	4,763.86	10,321.70	123,860.36	59.5483
				E	5,002.06	10,837.80	130,053.56	62.5258
5502	PUBLIC SAFETY DISPATCHER I		TEAMSTERS	A	3,082.55	6,678.86	80,146.30	38.5319
				B	3,236.66	7,012.76	84,153.16	40.4583
				C	3,398.48	7,363.37	88,360.48	42.4810
				D	3,568.40	7,731.53	92,778.40	44.6050
				E	3,746.85	8,118.18	97,418.10	46.8356
5503	PUBLIC SAFETY DISPATCHER II		TEAMSTERS	A	3,391.61	7,348.49	88,181.86	42.3951
				B	3,561.17	7,715.87	92,590.42	44.5146
				C	3,739.24	8,101.69	97,220.24	46.7405
				D	3,926.19	8,506.75	102,080.94	49.0774
				E	4,122.51	8,932.11	107,185.26	51.5314
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	3,880.86	8,408.53	100,902.36	48.5108
				B	4,074.91	8,828.97	105,947.66	50.9364
				C	4,278.67	9,270.45	111,245.42	53.4834

				D	4,492.60	9,733.97	116,807.60	56.1575
				E	4,717.22	10,220.64	122,647.72	58.9653
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	2,902.48	6,288.71	75,464.48	36.2810
				B	3,047.61	6,603.16	79,237.86	38.0951
				C	3,199.98	6,933.29	83,199.48	39.9998
				D	3,359.98	7,279.96	87,359.48	41.9998
				E	3,527.98	7,643.96	91,727.48	44.0998
3513	RECREATION SERVICES MANAGER	Y	TMMBU	A	4,616.86	10,003.20	120,038.36	57.7108
				B	4,847.73	10,503.42	126,040.98	60.5966
				C	5,090.11	11,028.57	132,342.86	63.6264
				D	5,344.63	11,580.03	138,960.38	66.8079
				E	5,611.85	12,159.01	145,908.10	70.1481
3505	RECREATION SERVICES SUPERVISOR	Y	TMMBU	A	4,197.17	9,093.87	109,126.42	52.4646
				B	4,407.03	9,548.57	114,582.78	55.0879
				C	4,627.39	10,026.01	120,312.14	57.8424
				D	4,858.75	10,527.29	126,327.50	60.7344
				E	5,101.69	11,053.66	132,643.94	63.7711
9626	RECREATION SPECIALIZED INSTR		LIMITED SERVICE	A				16.6040
				B				36.5288
				C				56.9999
				D				0.0000
				E				0.0000
4113	SENIOR ACCOUNT CLERK		TTSSEA	A	2,698.49	5,846.73	70,160.74	33.7311
				B	2,833.40	6,139.03	73,668.40	35.4175
				C	2,975.09	6,446.03	77,352.34	37.1886
				D	3,123.84	6,768.32	81,219.84	39.0480

				E	3,280.02	7,106.71	85,280.52	41.0003
3105	SENIOR ACCOUNTANT	Y	TMMBU	A	4,361.63	9,450.20	113,402.38	54.5204
				B	4,579.73	9,922.75	119,072.98	57.2466
				C	4,808.71	10,418.87	125,026.46	60.1089
				D	5,049.15	10,939.83	131,277.90	63.1144
				E	5,301.61	11,486.82	137,841.86	66.2701
4202	SENIOR ACCOUNTING TECHNICIAN		TTSSEA	A	3,499.13	7,581.45	90,977.38	43.7391
				B	3,674.10	7,960.55	95,526.60	45.9263
				C	3,857.82	8,358.61	100,303.32	48.2228
				D	4,050.71	8,776.54	105,318.46	50.6339
				E	4,253.26	9,215.40	110,584.76	53.1658
5525	SENIOR ANIMAL SERVICES OFFICER		TEAMSTERS	A	2,814.17	6,097.37	73,168.42	35.1771
				B	2,954.89	6,402.26	76,827.14	36.9361
				C	3,102.62	6,722.34	80,668.12	38.7828
				D	3,257.76	7,058.48	84,701.76	40.7220
				E	3,420.66	7,411.43	88,937.16	42.7583
5323	SENIOR BLDG MAINT WORKER		TEAMSTERS	A	3,092.40	6,700.20	80,402.40	38.6550
				B	3,247.00	7,035.17	84,422.00	40.5875
				C	3,409.34	7,386.90	88,642.84	42.6168
				D	3,579.83	7,756.30	93,075.58	44.7479
				E	3,758.84	8,144.15	97,729.84	46.9855
3304	SENIOR CIVIL ENGINEER	Y	TMMBU	A	5,434.32	11,774.36	141,292.32	67.9290
				B	5,706.03	12,363.07	148,356.78	71.3254
				C	5,991.34	12,981.24	155,774.84	74.8918
				D	6,290.91	13,630.31	163,563.66	78.6364
				E	6,605.46	14,311.83	171,741.96	82.5683
5228	SENIOR CONSTRUCTION INSPECTOR		TEAMSTERS	A	4,214.30	9,130.98	109,571.80	52.6788
				B	4,425.02	9,587.54	115,050.52	55.3128
				C	4,646.27	10,066.92	120,803.02	58.0784
				D	4,878.58	10,570.26	126,843.08	60.9823
				E	5,122.51	11,098.77	133,185.26	64.0314
5315	SENIOR EQUIPMENT MECHANIC		TEAMSTERS	A	3,409.30	7,386.82	88,641.80	42.6163
				B	3,579.74	7,756.10	93,073.24	44.7468
				C	3,758.73	8,143.92	97,726.98	46.9841
				D	3,946.67	8,551.12	102,613.42	49.3334
				E	4,143.99	8,978.65	107,743.74	51.7999
4208	SENIOR INFO SYSTEMS TECHNICIAN		TTSSEA	A	3,613.34	7,828.90	93,946.84	45.1668
				B	3,794.02	8,220.38	98,644.52	47.4253
				C	3,983.72	8,631.39	103,576.72	49.7965
				D	4,182.92	9,062.99	108,755.92	52.2865
				E	4,392.05	9,516.11	114,193.30	54.9006

5428	SENIOR LABORATORY TECHNICIAN		TEAMSTERS	A	3,366.30	7,293.65	87,523.80	42.0788
				B	3,534.61	7,658.32	91,899.86	44.1826
				C	3,711.34	8,041.24	96,494.84	46.3918
				D	3,896.91	8,443.31	101,319.66	48.7114
				E	4,091.76	8,865.48	106,385.76	51.1470
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	2,893.36	6,268.95	75,227.36	36.1670
				B	3,038.01	6,582.36	78,988.26	37.9751
				C	3,189.91	6,911.47	82,937.66	39.8739
				D	3,349.42	7,257.08	87,084.92	41.8678
				E	3,516.87	7,619.89	91,438.62	43.9609
3203	SENIOR PLANNER	Y	TMMBU	A	4,658.47	10,093.35	121,120.22	58.2309
				B	4,891.39	10,598.01	127,176.14	61.1424
				C	5,135.98	11,127.96	133,535.48	64.1998
				D	5,392.78	11,684.36	140,212.28	67.4098
				E	5,662.41	12,268.56	147,222.66	70.7801
4410	SENIOR POLICE RECORDS ASSNT		TTSSEA	A	3,007.27	6,515.75	78,189.02	37.5909
				B	3,157.68	6,841.64	82,099.68	39.4710
				C	3,315.51	7,183.61	86,203.26	41.4439
				D	3,481.30	7,542.82	90,513.80	43.5163
				E	3,655.34	7,919.90	95,038.84	45.6918
5520	SENIOR PROP & EVIDENCE TECH		TEAMSTERS	A	2,935.01	6,359.19	76,310.26	36.6876
				B	3,081.76	6,677.15	80,125.76	38.5220
				C	3,235.85	7,011.01	84,132.10	40.4481
				D	3,397.63	7,361.53	88,338.38	42.4704
				E	3,567.52	7,729.63	92,755.52	44.5940
5504	SENIOR PUBLIC SAFETY DISPATCH		TEAMSTERS	A	3,739.07	8,101.32	97,215.82	46.7384
				B	3,926.03	8,506.40	102,076.78	49.0754
				C	4,122.32	8,931.69	107,180.32	51.5290
				D	4,328.45	9,378.31	112,539.70	54.1056
				E	4,544.89	9,847.26	118,167.14	56.8111
5416	SENIOR UT MECHANIC		TEAMSTERS	A	3,939.51	8,535.61	102,427.26	49.2439
				B	4,136.49	8,962.40	107,548.74	51.7061
				C	4,343.31	9,410.51	112,926.06	54.2914
				D	4,560.48	9,881.04	118,572.48	57.0060
				E	4,788.50	10,375.08	124,501.00	59.8563

5356	SENIOR UTILITIES WORKER		TEAMSTERS	A	3,038.57	6,583.57	79,002.82	37.9821
				B	3,190.36	6,912.45	82,949.36	39.8795
				C	3,349.79	7,257.88	87,094.54	41.8724
				D	3,517.79	7,621.88	91,462.54	43.9724
				E	3,692.50	8,000.42	96,005.00	46.1563
9109	SUMMER STUDENT INTERN		LIMITED SERVICE	A				16.6040
3343	SUPERVISING BUILDING INSP	Y	TMMBU	A	4,463.66	9,671.26	116,055.16	55.7958
				B	4,686.81	10,154.76	121,857.06	58.5851
				C	4,921.15	10,662.49	127,949.90	61.5144
				D	5,167.22	11,195.64	134,347.72	64.5903
				E	5,425.60	11,755.47	141,065.60	67.8200
3345	SUPERVISING CONSTRUCTION INSP	Y	TMMBU	A	4,635.73	10,044.08	120,528.98	57.9466
				B	4,867.51	10,546.27	126,555.26	60.8439
				C	5,110.89	11,073.60	132,883.14	63.8861
				D	5,366.43	11,627.27	139,527.18	67.0804
				E	5,634.75	12,208.63	146,503.50	70.4344
3117	SYSTEM ADMINISTRATOR	Y	TMMBU	A	4,057.86	8,792.03	105,504.36	50.7233
				B	4,260.74	9,231.60	110,779.24	53.2593
				C	4,473.78	9,693.19	116,318.28	55.9223
				D	4,697.48	10,177.87	122,134.48	58.7185
				E	4,932.35	10,686.76	128,241.10	61.6544
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	2,902.48	6,288.71	75,464.48	36.2810
				B	3,047.61	6,603.16	79,237.86	38.0951
				C	3,199.98	6,933.29	83,199.48	39.9998
				D	3,359.98	7,279.96	87,359.48	41.9998
				E	3,527.98	7,643.96	91,727.48	44.0998
3515	TRANSIT MANAGER	Y	TMMBU	A	4,520.53	9,794.48	117,533.78	56.5066
				B	4,746.54	10,284.17	123,410.04	59.3318
				C	4,983.88	10,798.41	129,580.88	62.2985
				D	5,233.06	11,338.30	136,059.56	65.4133
				E	5,494.70	11,905.18	142,862.20	68.6838
1109	TRANSPORT COMMISSIONER					Stipend of $50.00 per meeting.		
3426	UTILITIES LABORATORY SUPTNDT	Y	TMMBU	A	4,689.30	10,160.15	121,921.80	58.6163
				B	4,923.78	10,668.19	128,018.28	61.5473
				C	5,169.96	11,201.58	134,418.96	64.6245

				D	5,428.47	11,761.69	141,140.22	67.8559
				E	5,699.87	12,349.72	148,196.62	71.2484
3417	UTILITIES LABORATORY SUPV	Y	TMMBU	A	4,135.12	8,959.43	107,513.12	51.6890
				B	4,341.87	9,407.39	112,888.62	54.2734
				C	4,558.97	9,877.77	118,533.22	56.9871
				D	4,786.92	10,371.66	124,459.92	59.8365
				E	5,026.27	10,890.25	130,683.02	62.8284
3403	UTILITIES LINE MAINT SPRNTNDNT	Y	TMMBU	A	4,777.77	10,351.84	124,222.02	59.7221
				B	5,016.65	10,869.41	130,432.90	62.7081
				C	5,267.49	11,412.90	136,954.74	65.8436
				D	5,530.85	11,983.51	143,802.10	69.1356
				E	5,807.39	12,582.68	150,992.14	72.5924
5350	UTILITIES WORKER I		TEAMSTERS	A	2,171.78	4,705.52	56,466.28	27.1473
				B	2,280.62	4,941.34	59,296.12	28.5078
				C	2,394.21	5,187.46	62,249.46	29.9276
				D	2,514.49	5,448.06	65,376.74	31.4311
				E	2,641.45	5,723.14	68,677.70	33.0181
5353	UTILITIES WORKER II		TEAMSTERS	A	2,758.88	5,977.57	71,730.88	34.4860
				B	2,897.31	6,277.51	75,330.06	36.2164
				C	3,041.44	6,589.79	79,077.44	38.0180
				D	3,194.17	6,920.70	83,048.42	39.9271
				E	3,353.61	7,266.16	87,193.86	41.9201
3423	UTILITY MAINTAINANCE SPRNTNDNT	Y	TMMBU	A	4,866.20	10,543.43	126,521.20	60.8275
				B	5,109.51	11,070.61	132,847.26	63.8689
				C	5,364.99	11,624.15	139,489.74	67.0624
				D	5,633.23	12,205.33	146,463.98	70.4154
				E	5,914.89	12,815.60	153,787.14	73.9361
3419	UTILITY MAINTENANCE SUPERVISOR	Y	TMMBU	A	4,333.47	9,389.19	112,670.22	54.1684
				B	4,550.13	9,858.62	118,303.38	56.8766
				C	4,777.65	10,351.58	124,218.90	59.7206
				D	5,016.52	10,869.13	130,429.52	62.7065
				E	5,267.36	11,412.61	136,951.36	65.8420
5411	UTILITY MECHANIC I		TEAMSTERS	A	3,250.28	7,042.27	84,507.28	40.6285
				B	3,412.78	7,394.36	88,732.28	42.6598
				C	3,583.42	7,764.08	93,168.92	44.7928
				D	3,762.59	8,152.28	97,827.34	47.0324
				E	3,950.71	8,559.87	102,718.46	49.3839
5412	UTILITY MECHANIC II		TEAMSTERS	A	3,581.36	7,759.61	93,115.36	44.7670
				B	3,760.44	8,147.62	97,771.44	47.0055
				C	3,948.45	8,554.98	102,659.70	49.3556
				D	4,145.88	8,982.74	107,792.88	51.8235

				E	4,353.18	9,431.89	113,182.68	54.4148
5404	UTILITY OPERATOR		TEAMSTERS	A	4,382.04	9,494.42	113,933.04	54.7755
				B	4,601.09	9,969.03	119,628.34	57.5136
				C	4,831.16	10,467.51	125,610.16	60.3895
				D	5,072.73	10,990.92	131,890.98	63.4091
				E	5,326.36	11,540.45	138,485.36	66.5795
3422	WASTEWATER OP SUPERINTENDENT	Y	TMMBU	A	4,866.20	10,543.43	126,521.20	60.8275
				B	5,109.51	11,070.61	132,847.26	63.8689
				C	5,364.99	11,624.15	139,489.74	67.0624
				D	5,633.23	12,205.33	146,463.98	70.4154
				E	5,914.89	12,815.60	153,787.14	73.9361
5405	WASTEWATER TREAT PLANT OP I		TEAMSTERS	A	3,080.45	6,674.31	80,091.70	38.5056
				B	3,234.46	7,008.00	84,095.96	40.4308
				C	3,396.18	7,358.39	88,300.68	42.4523
				D	3,566.00	7,726.33	92,716.00	44.5750
				E	3,744.31	8,112.67	97,352.06	46.8039
5406	WASTEWATER TREAT PLANT OP II		TEAMSTERS	A	3,396.29	7,358.63	88,303.54	42.4536
				B	3,566.07	7,726.49	92,717.82	44.5759
				C	3,744.37	8,112.80	97,353.62	46.8046
				D	3,931.62	8,518.51	102,222.12	49.1453
				E	4,128.21	8,944.46	107,333.46	51.6026
5407	WASTEWATER TREAT PLANT OP III		TEAMSTERS	A	3,737.52	8,097.96	97,175.52	46.7190
				B	3,924.34	8,502.74	102,032.84	49.0543
				C	4,120.58	8,927.92	107,135.08	51.5073
				D	4,326.63	9,374.37	112,492.38	54.0829
				E	4,542.95	9,843.06	118,116.70	56.7869
3421	WATER OPS SUPERINTENDENT	Y	TMMBU	A	4,824.12	10,452.26	125,427.12	60.3015
				B	5,065.31	10,974.84	131,698.06	63.3164
				C	5,318.59	11,523.61	138,283.34	66.4824
				D	5,584.51	12,099.77	145,197.26	69.8064
				E	5,863.73	12,704.75	152,456.98	73.2966
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	4,520.53	9,794.48	117,533.78	56.5066
				B	4,746.54	10,284.17	123,410.04	59.3318
				C	4,983.88	10,798.41	129,580.88	62.2985
				D	5,233.06	11,338.30	136,059.56	65.4133
				E	5,494.70	11,905.18	142,862.20	68.6838

5401	WATER TREATMENT PLANT OPER I	TEAMSTERS	A	3,281.99	7,110.98	85,331.74	41.0249
			B	3,446.09	7,466.53	89,598.34	43.0761
			C	3,618.38	7,839.82	94,077.88	45.2298
			D	3,799.30	8,231.82	98,781.80	47.4913
			E	3,989.25	8,643.38	103,720.50	49.8656
5402	WATER TREATMENT PLANT OPER II	TEAMSTERS	A	3,618.48	7,840.04	94,080.48	45.2310
			B	3,799.40	8,232.03	98,784.40	47.4925
			C	3,989.38	8,643.66	103,723.88	49.8673
			D	4,188.83	9,075.80	108,909.58	52.3604
			E	4,398.27	9,529.59	114,355.02	54.9784
5403	WATER TREATMENT PLANT OPER III	TEAMSTERS	A	3,982.02	8,627.71	103,532.52	49.7753
			B	4,181.12	9,059.09	108,709.12	52.2640
			C	4,390.19	9,512.08	114,144.94	54.8774
			D	4,609.69	9,987.66	119,851.94	57.6211
			E	4,840.16	10,487.01	125,844.16	60.5020

August 19, 2025

Agenda Item 1.R

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving the Offsite Improvement Agreement between the City and Prologis, L.P. for offsite improvements on Bud Lyons Way and Hopkins Road.

EXECUTIVE SUMMARY

This agenda item seeks approval of an Offsite Improvement Agreement (OIA) (Attachment B), for the construction of off-site improvements by Prologis, L.P. (Developer). Construction of these improvements is a Condition of Approval (COAs) for International Park of Commerce (IPC) Building 20 within the Cordes Ranch Specific Plan. The offsite improvements include construction of roadway, landscaping, irrigation, and other associated improvements on Bud Lyons Way & Hopkins Road. See Attachment A for Vicinity Map.

BACKGROUND AND LEGISLATIVE HISTORY

On September 17, 2013, the City and Developer entered into a Development Agreement (DA) for the Cordes Ranch Specific Plan (CRSP). On December 20, 2013, the DA was recorded with San Joaquin County. On May 17, 2016, the City adopted the CRSP.

On July 14, 2021, Planning Commission approved Tentative Subdivision Map Application (TSM19-0002) for Tract 4103 - International Park of Commerce Tentative Subdivision Map by Planning Commission Resolution No. 2021-012 (Tentative Map).

Since the approval of the DA and CRSP, Developer has been submitting, and the City has been approving, various buildings by Development Review Permits (DRPs) via Title 10 of the municipal code, which allows for the approval of a DRP by a reviewing body, following a comprehensive environmental, public infrastructure, site, and architectural plan review prior to the issuance of a building permit.

On November 6, 2024, the Community and Economic Development Director approved a DRP (D24-0018) for IPC Building 20 (Project), along with the COAs. The COAs for the Project require the Developer, amongst other things, to construct the Project's frontage improvements (Improvements). The Improvements are the subject of the OIA.

The Developer's civil engineer previously submitted improvement plans for Bud Lyons Road and Hopkins Road. The City reviewed and approved the associated improvement plans.

ANALYSIS

Pursuant to the Tracy Municipal Code Section 12.36.020, Developer is required to execute the OIA and to post necessary security to guarantee completion of the improvements. The OIA is a legally binding mechanism guaranteeing Developer's construction of the off-site improvements. The Improvement Plans and OIA are on file with the City Engineer under Tracking No. ENG24-0012. Developer has executed the OIA and submitted the required security to guarantee completion of the subject improvements.

Upon completion of the improvements, staff will present them to the City Council for formal acceptance and inclusion into the City's maintenance responsibilities. City staff will bring other items required as part of the Project's COAs to City Council for consideration at a future date.

FISCAL IMPACT

There will be no fiscal impact associated with this action. Developer will pay for the cost of processing the agreement, construction, and inspection.

PUBLIC OUTREACH / INTEREST

Not applicable.

COORDINATION

This staff report was prepared by Engineering staff. Engineering staff coordinated with the Parks and Recreation Department regarding streetscape landscaping. No further coordination is required with other departments for the preparation of this report.

CEQA DETERMINATION

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

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution approving the Offsite Improvement Agreement between the City and Prologis, L.P. for offsite improvements on Bud Lyons Way and Hopkins Road.

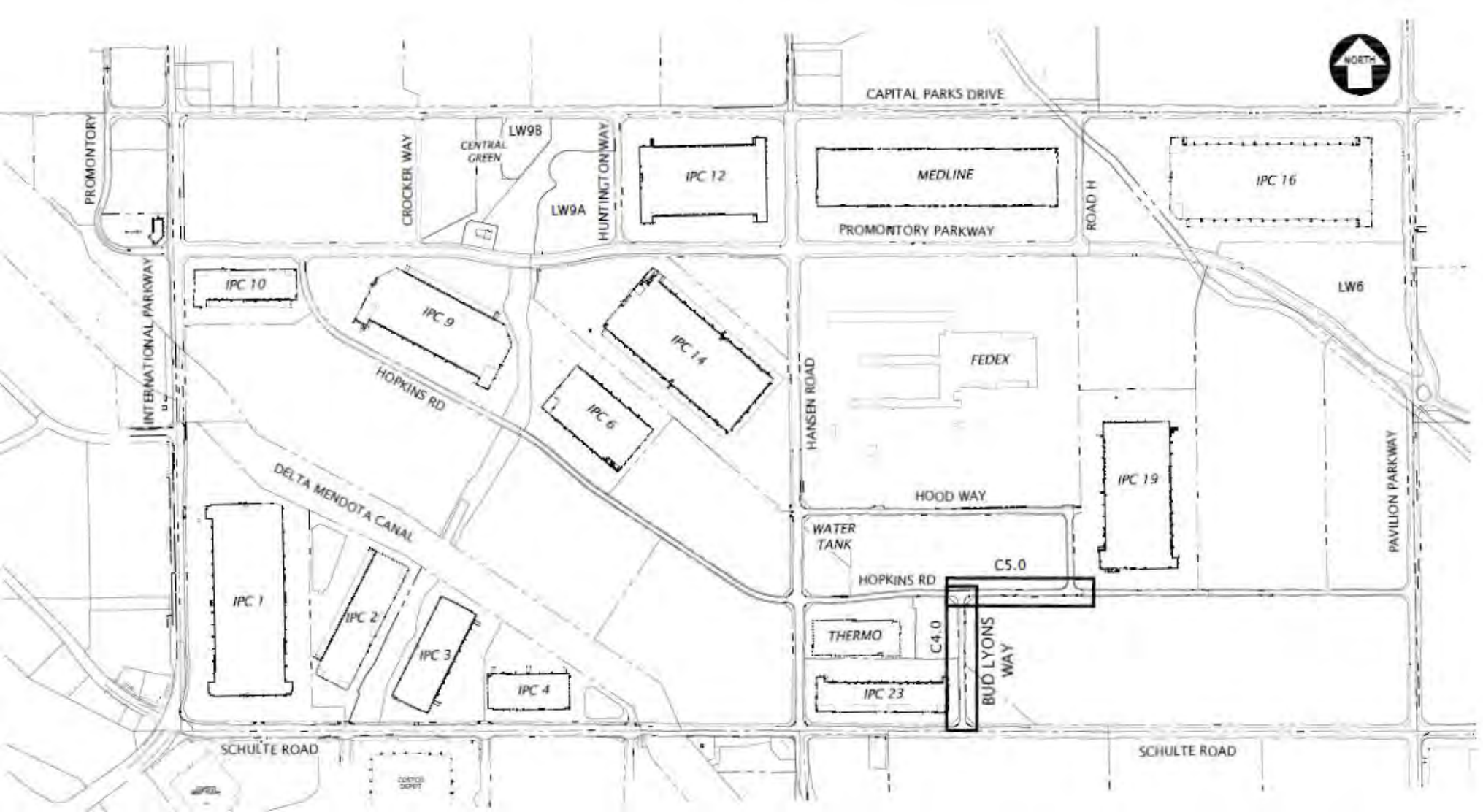
Prepared by: Majeed Mohamed, Associate Engineer

Reviewed by: David Brotchie, PE, Senior Civil Engineer
Forrest Ebbs, Community and Economic Development Director
Sara Castro, Finance Director
Matthew Summers, Interim Assistant City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS:

Attachment A – Vicinity Map
Attachment B – Offsite Improvement Agreement


NORTH
CAPITAL PARKS DRIVE
PROMONTORY
CROCKER WAY
CENTRAL GREEN
LW9B
LW9A
HUNTINGTON WAY
IPC 12
MEDLINE
ROAD H
IPC 16
PROMONTORY PARKWAY
INTERNATIONAL PARKWAY
IPC 10
IPC 9
IPC 14
LW6
HOPKINS RD
IPC 6
FEDEX
HANSEN ROAD
DELTA MENDOTA CANAL
IPC 19
HOOD WAY
PAVILION PARKWAY
WATER TANK
C5.0
HOPKINS RD
IPC 1
IPC 2
IPC 3
IPC 4
THERMO
C4.0
BUD LYONS WAY
IPC 23
SCHULTE ROAD
SCHULTE ROAD

CITY OF TRACY
OFFSITE IMPROVEMENT AGREEMENT
FOR INTERNATIONAL PARK OF COMMERCE (IPC)
FRONTAGE IMPROVEMENTS ON IPC BUD LYONS WAY AND HOPKINS ROAD

This **OFFSITE IMPROVEMENT AGREEMENT FOR INTERNATIONAL PARK OF COMMERCE (IPC) – FRONTAGE IMPROVEMENTS ON IPC BUD LYONS WAY AND HOPKINS ROAD,** ("***Agreement***") is made and entered into by and between the **CITY OF TRACY**, a municipal corporation ("***City***") and **PROLOGIS, L. P.**, a Delaware limited partnership (referred to as "***Developer***").

RECITALS

A. Developer is the legal owner of approximately one thousand two hundred and forty-two (1,242) acres of real property within the Cordes Ranch Specific Plan Area, which consists of approximately one thousand seven hundred and eighty (1,780) acres ("***Specific Plan Area***"). The Cordes Ranch Specific Plan ("***Specific Plan***") is intended to create a state-of-the-art commerce and business park within the Specific Plan Area by establishing land use, zoning and development standards and regulations to provide for the phased development of approximately thirty-one (31) million square feet of general commercial, general office and business park industrial uses, related on- and off-site infrastructure, and passive and active use open space areas, trails, joint use park/detention facilities, and other related improvements, as described more fully therein ("***Project***").

B. On September 3, 2013, the Tracy City Council ("***City Council***") adopted the Specific Plan and approved related land use entitlements to enable the Project to proceed. In connection therewith, the City Council approved that certain *Development Agreement by and Between the City of Tracy and Prologis, L.P.* ("***Development Agreement***").

C. The Development Review Application (D24-0018) (the "**Application**") (the "IPC Building 20 Application") for the construction of concrete curb and gutter, sidewalk, accessible ramps, driveways, landscape with automatic irrigation, signing and striping, and associated improvements on Bud Lyons Way and Hopkins Road (collectively, the "**Work**"), as approved by the Development Services Director on November 06, 2024, is on file with the City Engineer, and is incorporated herein by reference. The approval of the Application was subject to specific conditions of approval (hereinafter "**Conditions of Approval**"), attached hereto as **Exhibit "A"**, and incorporated by reference.

D. In accordance with the Development Agreement, Specific Plan and Conditions of Approval, Developer has submitted, and the City Engineer has approved, those certain improvement plans and specifications relating to the construction to the Work. The Work is described more fully in the twenty (20) sheets entitled "International Park of Commerce – Frontage Improvement Plans for Hopkins Road and Bud Lyons Way" (ENG24-0012) consisting of seven (7) sheets of Civil Improvement plans prepared by Kier & Wright Civil Engineers & Surveyors, Inc. of Livermore, California, twelve (12) sheets of Irrigation and Landscape Plans sheets prepared by David Babcock + Associates of Lafayette, California, and one (1) sheet of Signing and Striping Plans prepared by TJKM of Pleasanton, California ("***Plans and Specifications***") signed by the City Engineer on July 22, 2025. The Plans and Specifications are on file with the City Engineer, and are incorporated herein by reference. The Work will be performed on the

real property shown and more particularly described in **Exhibit "B"** hereto (the "**Property**").

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

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF WORK. Developer shall perform, or cause to be performed, the Work in the manner and as described in the Plans and Specifications, to the satisfaction of the City Engineer, pursuant to this Agreement and, as applicable, Section 4 of the Development Agreement. The Work shall be performed, and all materials and labor shall be provided, at Developer's expense, in the manner described in the Plans and Specifications, subject to the applicable fee reconciliation provisions set forth in Section 6 of the Development Agreement. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer, such approval not to be unreasonably withheld. Developer may submit a written request to the City Engineer for a change in the scope of the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by the Developer in accordance with the requirements of the State prevailing wage laws.

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

3. LOCATION OF PERFORMANCE. Developer shall perform the Work at the locations and grades shown on the Plans and Specifications or as otherwise approved by the City Engineer. Subject to the applicable provisions of Section 3.8 of the Development Agreement, in the event and to the extent required for the Work, Developer shall acquire all easements and/or rights-of-way necessary for the performance of the Work, at Developer's expense, subject to applicable fee reconciliation provisions set forth in Section 6 of the Development Agreement.

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

   4.1. Faithful Performance security in the amount of **$ 376,740.00** to secure faithful performance of this Agreement (until the day following the date upon which the City Council accepts the Work as complete).

4.2. Labor and Material security in the amount of **$ 376,740.00** to secure payment by Developer to laborers and materialmen (until the day following the date upon which any and all claims in connection with the Work are required to be made by laborers and materialmen in accordance with applicable laws).

4.3. Warranty security in the amount of **$ 37,674.00** to guarantee improvements against any defective work or labor done or defective materials used in the performance of Work (from the day following the date upon which the City Council accepts the Work as complete through and including the same date in the following year).

5. INSURANCE. Concurrently with the execution of this Agreement, and prior to the commencement of any Work, Developer shall furnish evidence to City that all of the following insurance requirements have been satisfied by the Developer or its general contractor responsible for the Work. The insurance coverage requirements below can also be covered by umbrella policies if approved by the City.

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

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

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

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

5.5. Professional Liability. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars

($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

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

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

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

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

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

6. PERMITS, LICENSES AND COMPLIANCE WITH LAW. Developer shall, at its expense, obtain and maintain all necessary permits, approvals and licenses for performance of the Work, subject to City's cooperation pursuant to the applicable provisions of Sections 3.4 and 3.5 of the Development Agreement. In its performance of the Work, Developer shall comply with all applicable local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

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

7.1. Commencement of Work. The Work shall begin within 60 days after the Effective Date of the Agreement.No later than fifteen (15) days prior to the commencement of the Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence the Work. Developer shall not commence the Work until after the notice required by this Section 8.1 is provided, and Developer shall not commence Work prior to the

date specified in said written notice. Failure to provide said notice shall not relieve Developer's obligation to commence Work within 60 days after the Effective Date of the Agreement and failure to do so shall be deemed a material breach hereunder.

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

7.3. Completion of Work. Developer shall complete all Work no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 8.1 above, and subject to extension for force majeure.

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

City inspections of the Work shall be conducted in accordance with the applicable provisions of Section 4 of the Development Agreement.

9. FEES AND FEE CREDITS. Developer shall pay all fees due to City in connection with the Work, and shall not be eligible for fee credits, in accordance with the applicable provisions of Title 13 of the City of Tracy Municipal Code or the Development Agreement, whichever is applicable. Accordingly, to the extent not previously paid, concurrently with the execution of this Agreement, and prior to the commencement of any Work, Developer shall pay City the applicable Program Soft Costs (as that term is defined in the Development Agreement) in accordance with the applicable provisions of Section 5.1(b) of the Development Agreement.

10. DEFAULT.

10.1. Notice of Default. Subject to compliance with the applicable provisions of Sections 4.4(a) and (b) of the Development Agreement, in the event that Developer is in default of this Agreement, as defined in this Section 11, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

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

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

10.2.2. The Developer abandons the Work site.

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

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

10.3. Cure of Default. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

10.3.1. Cure the default in accordance with Section 4.4(b) of the Development Agreement.

10.3.2. Demand that Developer complete performance of the Work.

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

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

10.3.5. Any other judicial remedies available to the City.

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

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

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

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

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

16. INDEMNIFICATION. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees except when caused by the gross negligence or willful misconduct of City until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 14, above, has expired, at which time the indemnification obligations under this Section 17 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 17 are in addition to all other Developer obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 14, above.

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

18. NOTICES.

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

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

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

Prologis: Prologis L.P.
Attn: Bobby Gray
Pier 1, Bay 1
San Francisco, CA 94111
Tel: (415) 637-0153
Fax: (415) 733-2171
rgray@prologis.com

Copy to: Rutan & Tucker, LLP
Attn: John A. Ramirez
611 Anton Blvd.
Costa Mesa , CA 92694
Tel: 714-662-4610
Fax: 415.262.5199
jramirez@rutan.com

Copy to: Prologis L.P.
Attn: General Counsel
1800 Wazee Suite #500
Denver, CO 80202
Tel: 303.567.5000
Fax: 303.567.5903
legalnotice@prologis.com

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

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

20. 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.

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

22. 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.

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

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

[SIGNATURES ON NEXT PAGE]

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

CITY OF TRACY

Dan Arriola, Mayor

Date: _____

PROLOGIS, L.P. a Delaware Limited Partnership

By: Prologis, Inc. a Maryland corporation, its General Partner

Bobby Gray, Vice President, Investment Officer

Date: 7/21/2025

Attest:

April Quintanilla, City Clerk

Approved as to form:

David Nefouse, City Attorney

ATTACHMENTS:

Exhibit A - Conditions of Approval – IPC Building 20
Exhibit B – Property Description
Exhibit C - Contact Information of Authorized Representative

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of SAN FRANCISCO)

On JULY 21ST, 2025 before me, NOEMY PEEV, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared ROBERT WITTNER GRAY,
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

NOEMY PEEV
Notary Public - California
San Francisco County
Commission # 2520110
My Comm. Expires Jun 8, 2029

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: OFFSITE IMPROVEMENT CONTRACT Document Date: 7/21/2025
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: ROBERT WITTNER GRAY (Bobby)	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☒ Other: VICE PRESIDENT, INVESTMENT OFFICER	☐ Other: _____
Signer Is Representing: PROLOGIS	Signer Is Representing: _____

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Exhibit A - Conditions of Approval – IPC Building 20, D24-0018

Docusign Envelope ID: 39A1DC0C-4BC5-4DAB-BB07-784FB91270D3

CITY OF TRACY
DETERMINATION OF
THE COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR

Application Number D24-0018

A determination of the Community and Economic Development Director to: (1) approve the Development Review Permit, Application Number D24-0018, for the construction of an approximately 1,300,256 square-foot industrial building, named the International Park of Commerce (IPC) Building #20 with associated parking lot, landscaping and other site improvements on a 66.06-acre site bounded by Bud Lyons Road to the west, Hopkins Road to the north, and West Schulte Road to the south APN 209-220-28 and 209-220-30; and (2) determine that this project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15183 - a subsequent project is relieved from further environmental review if all potential impacts were either addressed in a previous EIR or can be substantially mitigated by the imposition of uniformly applied development policies or standards.. The Applicant is HPA, Inc (Ms. Tyneise Beyer) and the Property Owner is Prologis, LP. (Mr. Michael Rowe).

Staff has reviewed the application and determined that the following City regulations apply:

1. Cordes Ranch Specific Plan (CRSP) Zone
2. Off-Street Parking Requirements (TMC Sec 10.08.3440, Article 26)
3. Development Review (TMC Sec 10.08.3920, Article 30)
4. City Design, Goals and Standards

The Community and Economic Development Department has determined that the project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15183 - a subsequent project is relieved from further environmental review if all potential impacts were either addressed in a previous EIR or can be substantially mitigated by the imposition of uniformly applied development policies or standards. No further environmental assessment is required.

THE COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR, AFTER CONSIDERING ALL OF THE EVIDENCE PRESENTED, HEREBY APPROVES DEVELOPMENT REVIEW PERMIT APPLICATION NUMBER D24-0018, SUBJECT TO THE CONDITIONS OF APPROVAL CONTAINED IN EXHIBIT 1 AND BASED ON THE FOLLOWING FINDINGS:

1. The proposal increases the quality of the project site and enhances the property in a manner that improves the property, the surrounding area and the citizens of Tracy because the project as proposed is consistent with the intent of Cordes Ranch Specific Plan district. The project meets the setback, lot coverage and design standards of the zoning district. The proposed parking and layout meet the requirements of the municipal code along with the landscaping coverage and screening for the site. The project has been reviewed for consistency with the massing, architectural style and colors and textures of the surrounding industrial buildings and development. The project meets or exceeds the aesthetics of the area and will provide for the infill of a vacant parcel.

2. The proposal conforms to the Cordes Ranch Specific Plan Zone, the City of Tracy General Plan, the Citywide Design Goals and Standards, and other City regulations because the proposed the project as proposed is consistent with the intent of Cordes Ranch Specific Plan district and specific plan. The project meets the setback, lot coverage and design standards of the zoning district. The proposed parking and layout meet the requirements of the municipal code along with the landscaping coverage and screening for the site.

Docusign Envelope ID: 39A1DC0C-4BC5-4DAB-BB07-784FB91270D3

The project has been reviewed for consistency with the massing, architectural style and colors and textures of the surrounding commercial businesses. The project meets or exceeds the aesthetics of the area and will provide for the infill of a vacant parcel.

DocuSigned by:
Forrest Ebbs
0E603EC9E0364BD...

11/8/2024 | 9:47 AM PST

Forrest Ebbs
Community and Economic Development Director

Date of Action

Docusign Envelope ID: 39A1DC0C-4BC5-4DAB-BB07-784FB91270D3

City of Tracy
Final Conditions of Approval
IPC Building 20
Development Review Permit Application Number D24-0018
November 6, 2024

A. General Provisions and Definitions.

A.1. General. These Conditions of Approval apply to the IPC Building 20 Project (hereinafter "Project"), which includes the following:

A.1. Development Review Permit Application Number D24-0018: A Development Review Permit for the construction of an approximately 1,300,256 square foot industrial building, named the International Park of Commerce (IPC) Building #20 with associated parking lot, landscaping and other site improvements on a 66.06-acre site bounded by Bud Lyons Road to the west, Hopkins Road to the north, and West Schulte Road to the south APN 209-220-28 and 209-220-30).

A.2. Compliance with submitted plans. Except as otherwise modified herein, the project shall be constructed in substantial compliance with the project plans approved by the Community and Economic Development Department on November 6, 2024 to the satisfaction of the Community and Economic Development Director.

A.3. Payment of applicable fees. The Developer shall pay all applicable fees for the project, including, but not limited to, development impact fees, building permit fees, plan check fees, grading permit fees, encroachment permit fees, inspection fees, school fees, or any other City or other agency fees or deposits that may be applicable to the project.

A.4. Compliance with City regulations. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all City regulations, including, but not limited to, the Tracy Municipal Code (TMC), Standard Plans, the Cordes Ranch Specific Plan, and the City's Design Goals and Standards.

A.5. Building Permit Required. The Developer shall submit a building permit application along with all pertinent construction documents such as plans, specifications, and/or calculations to the Building Safety Division prior to the construction of any regulated structures, on-site improvements, or accessibility features. Construction documents shall conform to the Title 24 California Code of Regulations edition effective on the date of application for a building permit.

A.6. Copy on Building Permit Plans. The Developer shall include a sheet with a legible photocopy of the approving determination and these Conditions of Approval. This sheet shall be included in all plan sets, including all job copies, and shall be available for reference by any City official, including building inspectors.

A.7. Definitions.

a. "Developer" means any person, or other legal entity, represented as the project applicant or proponent.

Docusign Envelope ID: 39A1DC0C-4BC5-4DAB-BB07-784FB91270D3

b. "City Engineer" means the City Engineer of the City of Tracy.

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

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

e. "Conditions of Approval" shall mean the conditions of approval applicable to the Project, Application Number D24-0018. The Conditions of Approval shall specifically include all conditions set forth herein.

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

A.8. Compliance with laws. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to:

a. the Planning and Zoning Law (Government Code sections 65000, et seq.),

b. the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"),

c. the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 1500, et seq., "CEQA Guidelines"),

d. California Building Code, and

e. Fire Codes.

A.9. Development Impact Fees: The Developer shall pay all adopted Development Impact Fees prior to issuance of a Building Permit to the satisfaction of the City Engineer.

A.10. Protest of fees, dedications, reservations, or other exactions. Pursuant to Government Code section 66020, including section 66020(d)(1), the City HEREBY NOTIFIES the Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) has begun on the date of the conditional approval of this Project. If the Developer fails to file a protest within this 90-day period, complying with all of the requirements of Government Code section 66020, the Developer will be legally barred from later challenging any such fees, dedications, reservations or other exactions.

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A.11. Habitat conservation. Prior to issuance of a building permit or grading permit, the developer shall demonstrate compliance with the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) and the Incidental Take Minimization Measures prepared by San Joaquin Council of Government (SJCOG) Habitat Division, to the satisfaction of the Community and Economic Development Director.

A.12. Air Pollution Control District. Prior to issuance of a building permit or grading permit, the Developer shall demonstrate compliance with all applicable requirements of the San Joaquin Valley Air Pollution Control District (APCD), to the satisfaction of the Community and Economic Development Director

A.13. Community Facilities District. The Developer shall agree to formally join any and all forthcoming Community Facilities District(s) (CFD) established for the Cordes Ranch Specific Plan area. Should the CFD not be established at the time of Final Certificate of Occupancy of the building, the Developer shall agree to enter into a binding agreement to ensure that the property is annexed into the CFD upon its formation.

B. Site Plan - The following conditions shall be satisfied through inclusion in the plan set submitted with any future application for Building Permit:

B.1. Parking Lot

a. 12-inch-wide concrete curbs shall be installed along the perimeter of landscape planters where such planters are parallel and adjacent to vehicular parking spaces to provide access to vehicles without stepping into the landscape planters.

b. Parking stalls shall be striped in accordance with Standard Plan 141.

c. Any sidewalk, landscape planters, or bio-retention areas that are perpendicular to parking stalls shall extend up to 24 inches into the parking stall, including a six-inch concrete curb, in place of wheel stops where feasible. No credit towards parking lot landscape requirements shall be given for the resulting additional landscaping.

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

B.2. Parking Lot Lighting. Detailed plans that demonstrate a minimum of one foot candle power illumination throughout the parking area as defined in TMC Section 10.08.3450. Parking area lighting shall be designed and installed so that it is directed downward onto the parking surface and away from the public right-of-way and adjacent properties.

B.3. Landscaping and Irrigation. The Developer shall provide detailed landscape and irrigation plans with the applications for Building Permits that satisfy the following conditions:

a. Plans shall demonstrate compliance with the Cordes Ranch Specific Plan, the City of Tracy Design Goals & Standards, and the Tracy Municipal Code Section 10.08.3560 for parking

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area landscaping. Said plans shall clearly delineate the property line and shall include a planting legend indicating, at minimum, the quantity, planting size, and height and width at maturity.

b. Each planter shall contain a combination of trees, shrubs, and live groundcover. Trees shall be a minimum of 24" box size, shrubs shall be a minimum size of 5 gallon, and groundcover shall be a minimum size of 1 gallon at planting. Landscaping shall be continuously maintained to prevent incidence of wildfire.

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

B.4. Landscape & Irrigation Maintenance. Prior to the issuance of a building permit for each building or site, the Developer shall execute a two-year landscape and irrigation maintenance agreement and submit financial security, such as a performance bond, to ensure the success of all on-site landscaping for the term of the agreement. The security amount shall be equal to $2.50 per square foot of the landscaped area or equal to the actual labor and material installation cost of all on-site landscaping and irrigation for that phase.

B.5. Fencing. Chain-link or vinyl fencing is prohibited where visible from any public right-of-way, and barbed wire, razor wire, or electric fence is prohibited anywhere on site.

B.6. Screening Utilities and Equipment. The Developer shall provide detailed plans with the application for Building Permits that satisfy the following conditions:

a. Trash collection areas, such as trash and recycling compactors or traditional trash and recycling dumpsters shall be screened by structures or enclosures architecturally complementary of the main building to the satisfaction of the Community and Economic Development Director. Trash and recycling collection enclosures shall include a masonry wall enclosure with a minimum wall height of seven feet, solid metal doors, and a solid roof structure. The enclosure, including the roof, shall be architecturally compatible with the adjacent buildings, which includes but is not limited to, design, materials, and colors.

b. No roof mounted equipment, including, but not limited to, HVAC units, vents, fans, antennas, sky lights and dishes, whether proposed as part of this application, potential future equipment, or any portion thereof, shall be readily visible from any public right-of-way. The plans shall demonstrate that such equipment is fully screened from view behind parapet walls to the satisfaction of the Community and Economic Development Director.

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

d. Truck loading areas, dock doors, and trash compactors shall be substantially screened from view from the public right-of-way. Landscape screening shall be tall and dense enough to substantially screen to the top of trailers, dock doors, and trash compactors from public view.

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Where there are gaps between trees and beneath tree canopies, screen shrubs shall be planted to prevent views between tree trunks, per the Cordes Ranch Specific Plan landscape guidelines

B.7. Architectural Details. The Developer shall provide detailed plans with the applications for Building Permits that satisfy the following conditions:

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

b. Signs. No business identification signs are approved with this development review permit. All business identification signs shall obtain a sign permit in accordance with the Cordes Ranch Specific Plan and the Tracy Municipal Code.

B.8. Landscape Plan. Prior to issuance of a construction or building permit, Developer shall demonstrate compliance with the 2015 Model Water Efficient Landscape Ordinance and/or the Green Building Code from state law and obtain approval by the Utilities Department through the following:

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

i. A project information sheet that includes the checklist of all documents in the LDP;

ii. The Water Efficient Landscape Worksheets that include a hydro zone information table and the water budget calculations – Maximum Applied Water Allowance and Estimate Total Water Use;

iii. A soil management report, after compaction and from various locations throughout the project;

iv. A landscape design plan that includes the statement, “I agree to comply with the requirements of the 2015 water efficient landscape ordinance and shall submit for approval a complete Landscape Document Package:

v. An irrigation design plan with schedule; and

vi. A grading design plan.

b. A Certificate of Completion must be completed, signed, and submitted to the Utilities Department prior to Final Occupancy.

C. **On-Site Utility Plans –** The construction of on-site utilities is subject to review and approval through the Building Permit process. A Utility Plan shall be submitted concurrent with

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the application for a Building Permit and is subject to review and approval through the issuance of a Building Permit. The following conditions shall be addressed on the Utility Plan:

C.1. Storm Drainage

a. All permanent underground storm drainage lines and structures to be maintained by the City shall be located within right-of-way to be dedicated to the City or within an easement. If applicable, interim facilities and storm drain lines and collection basins shall be maintained by the Developer.

b. Storm drainage plans are to be submitted with the required hydrologic and hydraulic calculations for the sizing of storm drainage pipe(s) and retention basins and shall comply with Storm Drainage Study and City Regulations.

c. All storm water structural and construction details that are not part of the City Standard Plans or City Design Standards shall be provided by the Developer and submitted to the City for approval as part of the improvement plans.

d. Storm drainage shall be contained within storm drainage retention basins suitable for dedication to the City of Tracy. These basins shall be provided with appropriate fencing with warning signs, access roadways to and from public roadways and access roadways into the ponds for maintenance purposes as approved by the City Engineer. All storm drainage inlets into this basin shall have inlet structures with design acceptable to the City Engineer.

e. Fixed vertical sediment depth markers shall be installed near discharge points into the retention basins to assist with measurements of sediment deposition over time and future assessments of the need for maintenance activities.

f. Developer shall coordinate with the City's Landscape Architect, Planning Division, and Parks and Recreation Department to determine the type and extent of landscaping and irrigation improvements required to be installed within and adjacent to the retention basins. Landscape Plans for the basins shall be submitted from approval by the City Engineer.

C.2. Sanitary Sewer

a. All sanitary sewer lines and associated improvements shall be designed and installed per City Regulations.

b. No final inspection of any building will be performed or certificate of occupancy for building will be issued, until the improvements listed above are completed and functional, as determined by the City Engineer.

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C.3. Water Distribution System

a. All potable water lines and associated improvements shall be designed and installed per City Regulations.

b. During the construction phases (vertical construction) of the Project, the Developer shall be responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the Fire Marshall.

c. Should the water system pressure exceed 80 psi, pressure reducing valves should be installed on the Project's domestic service connections. In addition, the on-site fire service pipelines should be at least 10-inches in diameter to adequately deliver a fire flow requirement of 4,500 gpm. The design of the individual pressure reducing valves for services shall be subject to approval by the Building Official.

d. Fire Service Line – The Developer shall design and install fire hydrants at the locations approved by the Fire Marshall. Before the approval of the Improvement Plans, the Developer shall obtain written approval from the Fire Marshall for the design, location and construction details of the fire service connections to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.

D. Grading Plan – A Grading Permit shall be secured prior to site disturbance or grading of the site. The following conditions shall be satisfied through inclusion in the plan set submitted with any future application for Grading Permit:

D.1. Contents. The Developer shall provide all relevant documents related to the grading permit, as required by the City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer.

D.2. Erosion Control Grading Plans shall specify the method of erosion control to be employed and materials to be used.

D.3. Grading and Drainage Plans: The Developer shall submit a Grading and Drainage Plan prepared by a Registered Civil Engineer and accompanied by the Project's Geo-technical /Soils Engineering report. The report shall provide recommendations regarding adequacy of the site relative to the stability of soils such as soil types and classification, percolation rate, soil bearing capacity, highest observed ground water elevation, and others.

a. When the grade differential between the Project site and the adjacent property(s) exceeds 12 inches, a reinforced or masonry block wall, engineered slope, or engineered retaining wall is required for retaining soil. The Developer shall submit Retaining Wall Plans that includes the construction detail(s) and structural calculations of the retaining wall or masonry wall for City's review and approval.

b. If an engineered slope is used to retain soil on adjacent property outside the Project boundary, a slope easement will be necessary from the adjacent property. The Developer shall

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obtain a slope easement from owner(s) of the adjacent and affected property(s) and show the slope easement on the Final Map.

c. If applicable, the Developer shall show existing irrigation structure(s), channel(s) and pipe(s) that are to remain or relocated or to be removed, after coordinating with the irrigation district or owner of the irrigation facilities. If there are irrigation facilities including tile drains, that are required to remain to serve existing adjacent agricultural uses, the Developer shall design, coordinate and construct required modifications to the facilities to the reasonable satisfaction of the owner of the irrigation facilities and the City.

E. Off-Site Public Improvements – The project requires the construction of off-site public improvements to provide necessary transportation and utility services to the project site. Off-Site Public Improvements require the prior issuance of an Off-Site Improvement Agreement (OIA), Encroachment Permit, and/or similar permit from the City Engineer. These permit processes all have unique submittal and inspection requirements, as well as unique fees.

The following improvements are required prior to occupancy of the building:

E.1. Active Improvements. If not already completed, the Developer shall construct the following transportation improvements to the satisfaction of the City Engineer:

a. Hopkins Extension (ENG21-0031)

b. Promontory Extension (ENG21-0028)

c. 1K Improvements (ENG18-0071)

d. Promontory Extension Roundabout (ENG21-0011)

e. Lammers Road & Valpico Road Intersection Improvements and Traffic Signal (ENG22-0041) City staff will work to ensure that appropriate agreements between the County and City are in place for the work to begin and be completed with IPC 20 construction.

E.2. Intersection #4 – International Parkway & Promontory Parkway: If not already completed, the Developer shall fund, design, and construct the intersection in accordance with the Transportation Master Plan and the Cordes Ranch Specific Plan with the following modifications:

a. Southbound U-Turn Movements shall be prohibited through signage.

b. Traffic signals shall be modified and signal timing adjusted to allow a protected westbound right turn overlap with the protected southbound left movement.

E.3. Intersection – Lammers Road & Valpico Road: If not already completed, the Developer shall fund, design, and construct the interim intersection in accordance with the Cordes Ranch Specific Plan with the following modifications:

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a. The intersection shall include a signal with northbound left turn lane, southbound left turn lane, westbound right-turn lane with overlap signal phasing.

E.4. Intersection #19 / 19a / 19b / 19c – Old Schulte Road & Lammers Road: If not already completed, the Developer shall fund, design, and construct the intersection in accordance with the Transportation Master Plan and the Cordes Ranch Specific Plan with the following modifications:

a. The eastbound approach shall include a signal and a left-turn lane.

b. The eastbound approach shall include a right-turn lane.

c. The northbound left turn lane shall be extended by 250 feet.

d. The traffic signal phasing shall be retimed to accommodate the rerouted volumes.

e. Roadway Network Signal Retiming: Due to the rerouting of traffic, the Developer shall update the signal timing for all signals along Promontory Parkway and Old Schulte Road between International Parkway and Lammers Road, including the endpoints, and International Parkway/Berkeley Road. If not already completed, the Developer shall install the necessary cable network to connect the modified traffic signals to the City's traffic control center.

E.5. Outstanding Conditions of Approval/Improvements: The Developer shall complete all outstanding off-site transportation public improvements required by the Development Review approvals for IPC Buildings 16 and 28, if not already completed.

E.6. Sanitary Sewer: The Developer shall fund, design, and/or construct all necessary sanitary sewer lines and facilities as generally described on the Project plans and/or as required by the City of Tracy's adopted Wastewater Master Plan.

E.7. Storm Drainage: The Developer shall fund, design, and/or construct all necessary storm drainage facilities as generally described on the Project plans in compliance with the City of Tracy's adopted Storm Drainage Master Plan. All permanent underground storm drainage lines and structures to be maintained by the City shall be located within right-of-way to be dedicated to the City or within an easement. If applicable, interim facilities and storm drain lines and collection basins shall be maintained by the Developer.

a. Developer shall obtain City approved improvement plans depicting a storm drainage conveyance greenbelt, or comparable conveyance facility, along the Project's southerly and easterly boundary in accordance with the City of Tracy Storm Drainage Master Plan.

E.8. Water Supply. The Developer shall fund, design, and/or construct all necessary water supply lines and facilities as generally described on the Project plans in compliance with the City of Tracy's adopted Water System Master Plan.

E.9. Private Utilities. All private utility services to serve the Project such as electric, telephone and cable TV to the building must be installed underground, within right-of-way or a dedicated

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Public Utility Easement (PUE) and at the location approved by the City and the respective owner(s) of the utilities.

E.10. Prior to any occupancy, acceptance of public improvements, or release of improvement security, Developer shall submit Engineer of Record prepared AutoCad and GIS shape files with attributes of said Record Drawings in format acceptable to the City.

F. South San Joaquin County Fire Authority (SSJCFA) Conditions

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

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

b. Deferred submittals for fire sprinkler system, fire protection water supply, and fire alarm system shall be listed on the coversheet. Each deferred submittal shall be submitted, reviewed and approved by SSJCFA prior to installation.

c. Fire protection water supply application must be submitted separately from construction permit. All piping and installation shall be in accordance with CFC §507 & NFPA standards. Approval of grading and/or on-site improvements does not grant installation of underground fire service.

d. Fire sprinklers shall be designed by a licensed fire protection contractor or engineer. Hydraulic calculations, specifications and plans shall be submitted prior to issuance of building permit.

e. A request for fire flow shall be submitted to the South San Joaquin County Fire Authority and results shall be approved by the Fire Marshal prior to construction. Fire flow requirements shall be in accordance with CFC Appendix B.

f. Fire department connections shall be installed in accordance with CFC §912 and NFPA standards. A hydrant shall be placed within 100’ of the FDC, in accordance with 2022 California Fire Code §912.2.1 as amended by the Tracy Municipal Code §9.06.070 Section 912.2.1 FDC locations shall be approved by the fire code official prior to the issuance of construction permit.

g. Fire control room locations shall be approved by the fire code official prior to the issuance of construction permit.

h. Provide a truck turning template which clearly shows the truck turning radius of 30’ inside and 50’ outside. Truck turning template shall show all ingress and egress paths available.

F.2 Engineering and building permit applications received by our offices are subject to the current fee schedule for South San Joaquin County Fire Authority. Contact our offices for additional information.

a. Application processing fees and minimum plan review fees are due at time of submittal of construction documents.

b. Additional plan review fees, minimum inspection fees and administrative fees are calculated on approval of project and shall be paid prior to issuance of permit.

c. Permit holder is responsible for any additional inspection fees incurred and shall be paid prior to final inspection.

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F.3 Building is assumed it will be constructed as a ‘speculative building’. Additional permits will be required for each separate tenant improvement. Construction documents shall be submitted to South San Joaquin County Fire Authority for review and approval prior to the start of construction or demolition.

a. Prior to occupancy of each new business, the tenant shall contact South San Joaquin County Fire Authority for a new business inspection. Additional fees may be required for New Business, Annual and Operational Fire Permits. All fees shall be paid prior to approval of inspections.

F.4 All hydrants shall be installed, inspected and tested prior to bringing combustible materials onsite, including storage.

F.5 A Knox Box shall be required for this project. Each tenant shall have keys placed in the Knox Box. The operator of the building shall immediately notify the Fire Authority and provide the new key where a lock is changed or rekeyed. The key to such shall be secured in the Knox Box.

F.6 The building shall be provided with approved address identification in accordance with 2022 California Fire Code §505.1 as amended by the Tracy Municipal Code §9.06.070 Section 912.2.CFC §505.1. The address shall be Illuminated at night. Illumination shall be either internally or externally at an intensity of 5.0 foot-candles.

F.7 Prior to final inspection, emergency radio responder coverage shall be tested to confirm coverage areas. It is beneficial for the applicant to conduct testing at foundation as retrofitting for the coverage shall be submitted to SSJCFA for review and approval prior to installation.
a. Additional improvements may warrant additional testing to be performed. Testing shall be the determination of the fire code official.

F.8. Prior to construction, an address must be posted at the construction site entrance. Address must be a minimum of 4 inches high by ½ inch numerals. Address must be provided so that emergency service personnel can locate the construction site in the event of an emergency.

F.9. Prior to construction, all-weather fire apparatus access roads shall be installed. Fire apparatus access roads during construction shall have a minimum 20’ unobstructed width in accordance with CFC §503

F.10. Additional comments may occur upon submittal of construction documents.

Exhibit B – Property Description

LEGAL DESCRIPTION – IPC 20 LEASE AREA

REAL PROPERTY SITUATE IN SECTION 26, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF ADJUSTED PARCEL 2 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED NOVEMBER 3, 2017, AS INSTRUMENT NO. 2017-128774 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A MONUMENT WITH A BRASS DISC ACCEPTED AS THE SOUTH QUARTER CORNER OF SAID SECTION 26, AS SHOWN ON THAT CERTAIN AS RECORD OF SURVEY, FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY;

THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 26, SOUTH 88° 49' 20" EAST, 1426.18 FEET;

THENCE LEAVING SAID SOUTHERLY LINE, NORTH 01° 10' 40" EAST, 57.50 FEET, TO THE **POINT OF BEGINNING**;

THENCE NORTH 88° 49' 20" WEST, 1426.07 FEET;

THENCE NORTH 88° 36' 10" WEST, 624.70 FEET;

THENCE NORTH 48° 29' 01" WEST, 783.50 FEET;

THENCE NORTH 00° 35' 56" EAST, 512.81 FEET;

THENCE NORTH 45° 46' 13" EAST, 105.13 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT 140.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 00° 55' 09" EAST, THROUGH A CENTRAL ANGLE OF 02° 05' 03", AN ARC DISTANCE OF 5.09 FEET;

THENCE SOUTH 88° 50' 06" EAST, 2574.18 FEET;

THENCE SOUTH 01° 09' 54" WEST, 343.58 FEET;

THENCE NORTH 88° 49' 20" WEST, 50.00 FEET;

THENCE SOUTH 01° 10' 40" WEST, 375.36 FEET;

THENCE SOUTH 88° 49' 20" EAST, 50.00 FEET;

THENCE SOUTH 01° 10' 40" WEST, 378.93 FEET, TO THE **POINT OF BEGINNING.**

CONTAINING 2,732,898 SQUARE FEET or 62.7387 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

ATTACHED HERETO IS A PLAT LABELED EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



GARY K. LAMB, P.L.S. 6627

07-19-24
DATE

Exhibit C – Contact Information of Authorized Representative

Name of Person	Company Name	Telephone Number
Bobby Gray	Prologis, LP	(415) 637-0153
Michael Bassillios	Kier & Wright Engineers	(925) 245-8788

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APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2025-_____

APPROVING THE OFFSITE IMPROVEMENT AGREEMENT BETWEEN THE CITY AND PROLOGIS, L.P. FOR OFFSITE IMPROVEMENTS ON BUD LYONS WAY AND HOPKINS ROAD, AS A PORTION OF THE FRONTAGE OBLIGATION FOR IPC BUILDING 20.

WHEREAS, on September 17, 2013, the City and Prologis, L.P. (Developer) entered into a Development Agreement (DA) for the Cordes Ranch Specific Plan (CRSP). On December 20, 2013, the DA was recorded with San Joaquin County. On May 17, 2016, the City adopted the CRSP; and

WHEREAS, on July 14, 2021, Planning Commission approved a Tentative Subdivision Map Application (TSM19-0002) for Tract 4103 - International Park of Commerce Tentative Subdivision Map by Planning Commission Resolution No. 2021-012 (Tentative Map); and

WHEREAS, since the approval of the DA and CRSP, Developer has been submitting and the City has been approving various buildings by building Development Review Permits (DRPs); and

WHEREAS, the DRP for IPC Building 20 (D24-0018) (Project) was approved by the Development Services Director on November 6, 2024; and

WHEREAS, DRP D24-0018 is subject to specified Conditions of Approval (COAs) which, among other things, require Developer to construct roadway and utility improvements on Hopkins Road and Bud Lyons Way; and

WHEREAS, pursuant to the Tracy Municipal Code, Developer is required to execute an Offsite Improvement Agreement (OIA) (see Exhibit 1) and to post the necessary securities to guarantee completion of the Improvements; and

WHEREAS, the OIA is a legally binding mechanism guaranteeing Developer's construction of the offsite Improvements. The Improvement Plans and OIA are on file with the City Engineer under Tracking No. ENG24-0012. Developer has executed the OIA and submitted the required security to guarantee completion; and

WHEREAS, staff will present them to the City Council for formal acceptance and inclusion into the City's maintenance responsibilities. City staff will bring other items required as part of the Project's COAs to City Council for consideration at a future date; and

WHEREAS, there will be no fiscal impact to the General Fund associated with this proposed item. Developer will pay for the cost of processing the agreement, plan check fees, construction, and inspection; and

WHEREAS, the proposed Project is within the scope of the development program evaluated in the Cordes Ranch Specific Plan Environmental Impact Report (CRSP EIR) and no subsequent EIR is required pursuant to Section 15162 of the California Environmental Quality Act (CEQA) Guidelines, under Section 15168(c) of the CEQA Guidelines, no further environmental review is required for the Project; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves the Offsite Improvement Agreement for offsite improvements on Bud Lyons Way and Hopkins Road.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 19th day of August 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

EXHIBITS

Exhibit 1 – Offsite Improvement Agreement

CITY OF TRACY
OFFSITE IMPROVEMENT AGREEMENT
FOR INTERNATIONAL PARK OF COMMERCE (IPC)
FRONTAGE IMPROVEMENTS ON IPC BUD LYONS WAY AND HOPKINS ROAD

This **OFFSITE IMPROVEMENT AGREEMENT FOR INTERNATIONAL PARK OF COMMERCE (IPC) – FRONTAGE IMPROVEMENTS ON IPC BUD LYONS WAY AND HOPKINS ROAD,** ("***Agreement***") is made and entered into by and between the **CITY OF TRACY**, a municipal corporation ("***City***") and **PROLOGIS, L. P.**, a Delaware limited partnership (referred to as "***Developer***").

RECITALS

A. Developer is the legal owner of approximately one thousand two hundred and forty-two (1,242) acres of real property within the Cordes Ranch Specific Plan Area, which consists of approximately one thousand seven hundred and eighty (1,780) acres ("***Specific Plan Area***"). The Cordes Ranch Specific Plan ("***Specific Plan***") is intended to create a state-of-the-art commerce and business park within the Specific Plan Area by establishing land use, zoning and development standards and regulations to provide for the phased development of approximately thirty-one (31) million square feet of general commercial, general office and business park industrial uses, related on- and off-site infrastructure, and passive and active use open space areas, trails, joint use park/detention facilities, and other related improvements, as described more fully therein ("***Project***").

B. On September 3, 2013, the Tracy City Council ("***City Council***") adopted the Specific Plan and approved related land use entitlements to enable the Project to proceed. In connection therewith, the City Council approved that certain *Development Agreement by and Between the City of Tracy and Prologis, L.P.* ("***Development Agreement***").

C. The Development Review Application (D24-0018) (the "**Application**") (the "IPC Building 20 Application") for the construction of concrete curb and gutter, sidewalk, accessible ramps, driveways, landscape with automatic irrigation, signing and striping, and associated improvements on Bud Lyons Way and Hopkins Road (collectively, the "**Work**"), as approved by the Development Services Director on November 06, 2024, is on file with the City Engineer, and is incorporated herein by reference. The approval of the Application was subject to specific conditions of approval (hereinafter "**Conditions of Approval**"), attached hereto as **Exhibit "A"**, and incorporated by reference.

D. In accordance with the Development Agreement, Specific Plan and Conditions of Approval, Developer has submitted, and the City Engineer has approved, those certain improvement plans and specifications relating to the construction to the Work. The Work is described more fully in the twenty (20) sheets entitled "International Park of Commerce – Frontage Improvement Plans for Hopkins Road and Bud Lyons Way" (ENG24-0012) consisting of seven (7) sheets of Civil Improvement plans prepared by Kier & Wright Civil Engineers & Surveyors, Inc. of Livermore, California, twelve (12) sheets of Irrigation and Landscape Plans sheets prepared by David Babcock + Associates of Lafayette, California, and one (1) sheet of Signing and Striping Plans prepared by TJKM of Pleasanton, California ("***Plans and Specifications***") signed by the City Engineer on July 22, 2025. The Plans and Specifications are on file with the City Engineer, and are incorporated herein by reference. The Work will be performed on the

real property shown and more particularly described in **Exhibit "B"** hereto (the "**Property**").

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

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF WORK. Developer shall perform, or cause to be performed, the Work in the manner and as described in the Plans and Specifications, to the satisfaction of the City Engineer, pursuant to this Agreement and, as applicable, Section 4 of the Development Agreement. The Work shall be performed, and all materials and labor shall be provided, at Developer's expense, in the manner described in the Plans and Specifications, subject to the applicable fee reconciliation provisions set forth in Section 6 of the Development Agreement. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer, such approval not to be unreasonably withheld. Developer may submit a written request to the City Engineer for a change in the scope of the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by the Developer in accordance with the requirements of the State prevailing wage laws.

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

3. LOCATION OF PERFORMANCE. Developer shall perform the Work at the locations and grades shown on the Plans and Specifications or as otherwise approved by the City Engineer. Subject to the applicable provisions of Section 3.8 of the Development Agreement, in the event and to the extent required for the Work, Developer shall acquire all easements and/or rights-of-way necessary for the performance of the Work, at Developer's expense, subject to applicable fee reconciliation provisions set forth in Section 6 of the Development Agreement.

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

   4.1. Faithful Performance security in the amount of **$ 376,740.00** to secure faithful performance of this Agreement (until the day following the date upon which the City Council accepts the Work as complete).

4.2. Labor and Material security in the amount of **$ 376,740.00** to secure payment by Developer to laborers and materialmen (until the day following the date upon which any and all claims in connection with the Work are required to be made by laborers and materialmen in accordance with applicable laws).

4.3. Warranty security in the amount of **$ 37,674.00** to guarantee improvements against any defective work or labor done or defective materials used in the performance of Work (from the day following the date upon which the City Council accepts the Work as complete through and including the same date in the following year).

5. INSURANCE. Concurrently with the execution of this Agreement, and prior to the commencement of any Work, Developer shall furnish evidence to City that all of the following insurance requirements have been satisfied by the Developer or its general contractor responsible for the Work. The insurance coverage requirements below can also be covered by umbrella policies if approved by the City.

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

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

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

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

5.5. Professional Liability. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars

($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

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

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

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

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

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

6. PERMITS, LICENSES AND COMPLIANCE WITH LAW. Developer shall, at its expense, obtain and maintain all necessary permits, approvals and licenses for performance of the Work, subject to City's cooperation pursuant to the applicable provisions of Sections 3.4 and 3.5 of the Development Agreement. In its performance of the Work, Developer shall comply with all applicable local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

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

7.1. Commencement of Work. The Work shall begin within 60 days after the Effective Date of the Agreement.No later than fifteen (15) days prior to the commencement of the Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence the Work. Developer shall not commence the Work until after the notice required by this Section 8.1 is provided, and Developer shall not commence Work prior to the

date specified in said written notice. Failure to provide said notice shall not relieve Developer's obligation to commence Work within 60 days after the Effective Date of the Agreement and failure to do so shall be deemed a material breach hereunder.

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

7.3. Completion of Work. Developer shall complete all Work no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 8.1 above, and subject to extension for force majeure.

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

City inspections of the Work shall be conducted in accordance with the applicable provisions of Section 4 of the Development Agreement.

9. FEES AND FEE CREDITS. Developer shall pay all fees due to City in connection with the Work, and shall not be eligible for fee credits, in accordance with the applicable provisions of Title 13 of the City of Tracy Municipal Code or the Development Agreement, whichever is applicable. Accordingly, to the extent not previously paid, concurrently with the execution of this Agreement, and prior to the commencement of any Work, Developer shall pay City the applicable Program Soft Costs (as that term is defined in the Development Agreement) in accordance with the applicable provisions of Section 5.1(b) of the Development Agreement.

10. DEFAULT.

10.1. Notice of Default. Subject to compliance with the applicable provisions of Sections 4.4(a) and (b) of the Development Agreement, in the event that Developer is in default of this Agreement, as defined in this Section 11, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

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

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

10.2.2. The Developer abandons the Work site.

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

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

10.3. Cure of Default. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

10.3.1. Cure the default in accordance with Section 4.4(b) of the Development Agreement.

10.3.2. Demand that Developer complete performance of the Work.

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

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

10.3.5. Any other judicial remedies available to the City.

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

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

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

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

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

16. INDEMNIFICATION. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees except when caused by the gross negligence or willful misconduct of City until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 14, above, has expired, at which time the indemnification obligations under this Section 17 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 17 are in addition to all other Developer obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 14, above.

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

18. NOTICES.

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

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

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

Prologis: Prologis L.P.
Attn: Bobby Gray
Pier 1, Bay 1
San Francisco, CA 94111
Tel: (415) 637-0153
Fax: (415) 733-2171
rgray@prologis.com

Copy to: Rutan & Tucker, LLP
Attn: John A. Ramirez
611 Anton Blvd.
Costa Mesa , CA 92694
Tel: 714-662-4610
Fax: 415.262.5199
jramirez@rutan.com

Copy to: Prologis L.P.
Attn: General Counsel
1800 Wazee Suite #500
Denver, CO 80202
Tel: 303.567.5000
Fax: 303.567.5903
legalnotice@prologis.com

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

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

20. 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.

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

22. 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.

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

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

[SIGNATURES ON NEXT PAGE]

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

CITY OF TRACY

Dan Arriola, Mayor

Date: _____

PROLOGIS, L.P. a Delaware Limited Partnership

By: Prologis, Inc. a Maryland corporation, its General Partner

Bobby Gray, Vice President, Investment Officer

Date: 7/21/2025

Attest:

April Quintanilla, City Clerk

Approved as to form:

David Nefouse, City Attorney

ATTACHMENTS:

Exhibit A - Conditions of Approval – IPC Building 20
Exhibit B – Property Description
Exhibit C - Contact Information of Authorized Representative

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of SAN FRANCISCO)

On JULY 21ST, 2025 before me, NOEMY PEEV, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared ROBERT WITTNER GRAY,
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

NOEMY PEEV
Notary Public - California
San Francisco County
Commission # 2520110
My Comm. Expires Jun 8, 2029

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: OFFSITE IMPROVEMENT CONTRACT Document Date: 7/21/2025
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: ROBERT WITTNER GRAY (Bobby)	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☒ Other: VICE PRESIDENT, INVESTMENT OFFICER	☐ Other: _____
Signer Is Representing: PROLOGIS	Signer Is Representing: _____

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Exhibit A - Conditions of Approval – IPC Building 20, D24-0018

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CITY OF TRACY
DETERMINATION OF
THE COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR

Application Number D24-0018

A determination of the Community and Economic Development Director to: (1) approve the Development Review Permit, Application Number D24-0018, for the construction of an approximately 1,300,256 square-foot industrial building, named the International Park of Commerce (IPC) Building #20 with associated parking lot, landscaping and other site improvements on a 66.06-acre site bounded by Bud Lyons Road to the west, Hopkins Road to the north, and West Schulte Road to the south APN 209-220-28 and 209-220-30; and (2) determine that this project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15183 - a subsequent project is relieved from further environmental review if all potential impacts were either addressed in a previous EIR or can be substantially mitigated by the imposition of uniformly applied development policies or standards.. The Applicant is HPA, Inc (Ms. Tyneise Beyer) and the Property Owner is Prologis, LP. (Mr. Michael Rowe).

Staff has reviewed the application and determined that the following City regulations apply:

1. Cordes Ranch Specific Plan (CRSP) Zone
2. Off-Street Parking Requirements (TMC Sec 10.08.3440, Article 26)
3. Development Review (TMC Sec 10.08.3920, Article 30)
4. City Design, Goals and Standards

The Community and Economic Development Department has determined that the project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15183 - a subsequent project is relieved from further environmental review if all potential impacts were either addressed in a previous EIR or can be substantially mitigated by the imposition of uniformly applied development policies or standards. No further environmental assessment is required.

THE COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR, AFTER CONSIDERING ALL OF THE EVIDENCE PRESENTED, HEREBY APPROVES DEVELOPMENT REVIEW PERMIT APPLICATION NUMBER D24-0018, SUBJECT TO THE CONDITIONS OF APPROVAL CONTAINED IN EXHIBIT 1 AND BASED ON THE FOLLOWING FINDINGS:

1. The proposal increases the quality of the project site and enhances the property in a manner that improves the property, the surrounding area and the citizens of Tracy because the project as proposed is consistent with the intent of Cordes Ranch Specific Plan district. The project meets the setback, lot coverage and design standards of the zoning district. The proposed parking and layout meet the requirements of the municipal code along with the landscaping coverage and screening for the site. The project has been reviewed for consistency with the massing, architectural style and colors and textures of the surrounding industrial buildings and development. The project meets or exceeds the aesthetics of the area and will provide for the infill of a vacant parcel.

2. The proposal conforms to the Cordes Ranch Specific Plan Zone, the City of Tracy General Plan, the Citywide Design Goals and Standards, and other City regulations because the proposed the project as proposed is consistent with the intent of Cordes Ranch Specific Plan district and specific plan. The project meets the setback, lot coverage and design standards of the zoning district. The proposed parking and layout meet the requirements of the municipal code along with the landscaping coverage and screening for the site.

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The project has been reviewed for consistency with the massing, architectural style and colors and textures of the surrounding commercial businesses. The project meets or exceeds the aesthetics of the area and will provide for the infill of a vacant parcel.

DocuSigned by:
Forrest Ebbs
0E603EC9E0364BD...

11/8/2024 | 9:47 AM PST

Forrest Ebbs
Community and Economic Development Director

Date of Action

Docusign Envelope ID: 39A1DC0C-4BC5-4DAB-BB07-784FB91270D3

City of Tracy
Final Conditions of Approval
IPC Building 20
Development Review Permit Application Number D24-0018
November 6, 2024

A. General Provisions and Definitions.

A.1. General. These Conditions of Approval apply to the IPC Building 20 Project (hereinafter "Project"), which includes the following:

A.1. Development Review Permit Application Number D24-0018: A Development Review Permit for the construction of an approximately 1,300,256 square foot industrial building, named the International Park of Commerce (IPC) Building #20 with associated parking lot, landscaping and other site improvements on a 66.06-acre site bounded by Bud Lyons Road to the west, Hopkins Road to the north, and West Schulte Road to the south APN 209-220-28 and 209-220-30).

A.2. Compliance with submitted plans. Except as otherwise modified herein, the project shall be constructed in substantial compliance with the project plans approved by the Community and Economic Development Department on November 6, 2024 to the satisfaction of the Community and Economic Development Director.

A.3. Payment of applicable fees. The Developer shall pay all applicable fees for the project, including, but not limited to, development impact fees, building permit fees, plan check fees, grading permit fees, encroachment permit fees, inspection fees, school fees, or any other City or other agency fees or deposits that may be applicable to the project.

A.4. Compliance with City regulations. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all City regulations, including, but not limited to, the Tracy Municipal Code (TMC), Standard Plans, the Cordes Ranch Specific Plan, and the City's Design Goals and Standards.

A.5. Building Permit Required. The Developer shall submit a building permit application along with all pertinent construction documents such as plans, specifications, and/or calculations to the Building Safety Division prior to the construction of any regulated structures, on-site improvements, or accessibility features. Construction documents shall conform to the Title 24 California Code of Regulations edition effective on the date of application for a building permit.

A.6. Copy on Building Permit Plans. The Developer shall include a sheet with a legible photocopy of the approving determination and these Conditions of Approval. This sheet shall be included in all plan sets, including all job copies, and shall be available for reference by any City official, including building inspectors.

A.7. Definitions.

a. "Developer" means any person, or other legal entity, represented as the project applicant or proponent.

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b. "City Engineer" means the City Engineer of the City of Tracy.

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

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

e. "Conditions of Approval" shall mean the conditions of approval applicable to the Project, Application Number D24-0018. The Conditions of Approval shall specifically include all conditions set forth herein.

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

A.8. Compliance with laws. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to:

a. the Planning and Zoning Law (Government Code sections 65000, et seq.),

b. the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"),

c. the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 1500, et seq., "CEQA Guidelines"),

d. California Building Code, and

e. Fire Codes.

A.9. Development Impact Fees: The Developer shall pay all adopted Development Impact Fees prior to issuance of a Building Permit to the satisfaction of the City Engineer.

A.10. Protest of fees, dedications, reservations, or other exactions. Pursuant to Government Code section 66020, including section 66020(d)(1), the City HEREBY NOTIFIES the Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) has begun on the date of the conditional approval of this Project. If the Developer fails to file a protest within this 90-day period, complying with all of the requirements of Government Code section 66020, the Developer will be legally barred from later challenging any such fees, dedications, reservations or other exactions.

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A.11. Habitat conservation. Prior to issuance of a building permit or grading permit, the developer shall demonstrate compliance with the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) and the Incidental Take Minimization Measures prepared by San Joaquin Council of Government (SJCOG) Habitat Division, to the satisfaction of the Community and Economic Development Director.

A.12. Air Pollution Control District. Prior to issuance of a building permit or grading permit, the Developer shall demonstrate compliance with all applicable requirements of the San Joaquin Valley Air Pollution Control District (APCD), to the satisfaction of the Community and Economic Development Director

A.13. Community Facilities District. The Developer shall agree to formally join any and all forthcoming Community Facilities District(s) (CFD) established for the Cordes Ranch Specific Plan area. Should the CFD not be established at the time of Final Certificate of Occupancy of the building, the Developer shall agree to enter into a binding agreement to ensure that the property is annexed into the CFD upon its formation.

B. Site Plan - The following conditions shall be satisfied through inclusion in the plan set submitted with any future application for Building Permit:

B.1. Parking Lot

a. 12-inch-wide concrete curbs shall be installed along the perimeter of landscape planters where such planters are parallel and adjacent to vehicular parking spaces to provide access to vehicles without stepping into the landscape planters.

b. Parking stalls shall be striped in accordance with Standard Plan 141.

c. Any sidewalk, landscape planters, or bio-retention areas that are perpendicular to parking stalls shall extend up to 24 inches into the parking stall, including a six-inch concrete curb, in place of wheel stops where feasible. No credit towards parking lot landscape requirements shall be given for the resulting additional landscaping.

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

B.2. Parking Lot Lighting. Detailed plans that demonstrate a minimum of one foot candle power illumination throughout the parking area as defined in TMC Section 10.08.3450. Parking area lighting shall be designed and installed so that it is directed downward onto the parking surface and away from the public right-of-way and adjacent properties.

B.3. Landscaping and Irrigation. The Developer shall provide detailed landscape and irrigation plans with the applications for Building Permits that satisfy the following conditions:

a. Plans shall demonstrate compliance with the Cordes Ranch Specific Plan, the City of Tracy Design Goals & Standards, and the Tracy Municipal Code Section 10.08.3560 for parking

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area landscaping. Said plans shall clearly delineate the property line and shall include a planting legend indicating, at minimum, the quantity, planting size, and height and width at maturity.

b. Each planter shall contain a combination of trees, shrubs, and live groundcover. Trees shall be a minimum of 24" box size, shrubs shall be a minimum size of 5 gallon, and groundcover shall be a minimum size of 1 gallon at planting. Landscaping shall be continuously maintained to prevent incidence of wildfire.

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

B.4. Landscape & Irrigation Maintenance. Prior to the issuance of a building permit for each building or site, the Developer shall execute a two-year landscape and irrigation maintenance agreement and submit financial security, such as a performance bond, to ensure the success of all on-site landscaping for the term of the agreement. The security amount shall be equal to $2.50 per square foot of the landscaped area or equal to the actual labor and material installation cost of all on-site landscaping and irrigation for that phase.

B.5. Fencing. Chain-link or vinyl fencing is prohibited where visible from any public right-of-way, and barbed wire, razor wire, or electric fence is prohibited anywhere on site.

B.6. Screening Utilities and Equipment. The Developer shall provide detailed plans with the application for Building Permits that satisfy the following conditions:

a. Trash collection areas, such as trash and recycling compactors or traditional trash and recycling dumpsters shall be screened by structures or enclosures architecturally complementary of the main building to the satisfaction of the Community and Economic Development Director. Trash and recycling collection enclosures shall include a masonry wall enclosure with a minimum wall height of seven feet, solid metal doors, and a solid roof structure. The enclosure, including the roof, shall be architecturally compatible with the adjacent buildings, which includes but is not limited to, design, materials, and colors.

b. No roof mounted equipment, including, but not limited to, HVAC units, vents, fans, antennas, sky lights and dishes, whether proposed as part of this application, potential future equipment, or any portion thereof, shall be readily visible from any public right-of-way. The plans shall demonstrate that such equipment is fully screened from view behind parapet walls to the satisfaction of the Community and Economic Development Director.

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

d. Truck loading areas, dock doors, and trash compactors shall be substantially screened from view from the public right-of-way. Landscape screening shall be tall and dense enough to substantially screen to the top of trailers, dock doors, and trash compactors from public view.

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Where there are gaps between trees and beneath tree canopies, screen shrubs shall be planted to prevent views between tree trunks, per the Cordes Ranch Specific Plan landscape guidelines

B.7. Architectural Details. The Developer shall provide detailed plans with the applications for Building Permits that satisfy the following conditions:

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

b. Signs. No business identification signs are approved with this development review permit. All business identification signs shall obtain a sign permit in accordance with the Cordes Ranch Specific Plan and the Tracy Municipal Code.

B.8. Landscape Plan. Prior to issuance of a construction or building permit, Developer shall demonstrate compliance with the 2015 Model Water Efficient Landscape Ordinance and/or the Green Building Code from state law and obtain approval by the Utilities Department through the following:

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

i. A project information sheet that includes the checklist of all documents in the LDP;

ii. The Water Efficient Landscape Worksheets that include a hydro zone information table and the water budget calculations – Maximum Applied Water Allowance and Estimate Total Water Use;

iii. A soil management report, after compaction and from various locations throughout the project;

iv. A landscape design plan that includes the statement, “I agree to comply with the requirements of the 2015 water efficient landscape ordinance and shall submit for approval a complete Landscape Document Package:

v. An irrigation design plan with schedule; and

vi. A grading design plan.

b. A Certificate of Completion must be completed, signed, and submitted to the Utilities Department prior to Final Occupancy.

C. **On-Site Utility Plans –** The construction of on-site utilities is subject to review and approval through the Building Permit process. A Utility Plan shall be submitted concurrent with

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the application for a Building Permit and is subject to review and approval through the issuance of a Building Permit. The following conditions shall be addressed on the Utility Plan:

C.1. Storm Drainage

a. All permanent underground storm drainage lines and structures to be maintained by the City shall be located within right-of-way to be dedicated to the City or within an easement. If applicable, interim facilities and storm drain lines and collection basins shall be maintained by the Developer.

b. Storm drainage plans are to be submitted with the required hydrologic and hydraulic calculations for the sizing of storm drainage pipe(s) and retention basins and shall comply with Storm Drainage Study and City Regulations.

c. All storm water structural and construction details that are not part of the City Standard Plans or City Design Standards shall be provided by the Developer and submitted to the City for approval as part of the improvement plans.

d. Storm drainage shall be contained within storm drainage retention basins suitable for dedication to the City of Tracy. These basins shall be provided with appropriate fencing with warning signs, access roadways to and from public roadways and access roadways into the ponds for maintenance purposes as approved by the City Engineer. All storm drainage inlets into this basin shall have inlet structures with design acceptable to the City Engineer.

e. Fixed vertical sediment depth markers shall be installed near discharge points into the retention basins to assist with measurements of sediment deposition over time and future assessments of the need for maintenance activities.

f. Developer shall coordinate with the City's Landscape Architect, Planning Division, and Parks and Recreation Department to determine the type and extent of landscaping and irrigation improvements required to be installed within and adjacent to the retention basins. Landscape Plans for the basins shall be submitted from approval by the City Engineer.

C.2. Sanitary Sewer

a. All sanitary sewer lines and associated improvements shall be designed and installed per City Regulations.

b. No final inspection of any building will be performed or certificate of occupancy for building will be issued, until the improvements listed above are completed and functional, as determined by the City Engineer.

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C.3. Water Distribution System

a. All potable water lines and associated improvements shall be designed and installed per City Regulations.

b. During the construction phases (vertical construction) of the Project, the Developer shall be responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the Fire Marshall.

c. Should the water system pressure exceed 80 psi, pressure reducing valves should be installed on the Project's domestic service connections. In addition, the on-site fire service pipelines should be at least 10-inches in diameter to adequately deliver a fire flow requirement of 4,500 gpm. The design of the individual pressure reducing valves for services shall be subject to approval by the Building Official.

d. Fire Service Line – The Developer shall design and install fire hydrants at the locations approved by the Fire Marshall. Before the approval of the Improvement Plans, the Developer shall obtain written approval from the Fire Marshall for the design, location and construction details of the fire service connections to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.

D. Grading Plan – A Grading Permit shall be secured prior to site disturbance or grading of the site. The following conditions shall be satisfied through inclusion in the plan set submitted with any future application for Grading Permit:

D.1. Contents. The Developer shall provide all relevant documents related to the grading permit, as required by the City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer.

D.2. Erosion Control Grading Plans shall specify the method of erosion control to be employed and materials to be used.

D.3. Grading and Drainage Plans: The Developer shall submit a Grading and Drainage Plan prepared by a Registered Civil Engineer and accompanied by the Project's Geo-technical /Soils Engineering report. The report shall provide recommendations regarding adequacy of the site relative to the stability of soils such as soil types and classification, percolation rate, soil bearing capacity, highest observed ground water elevation, and others.

a. When the grade differential between the Project site and the adjacent property(s) exceeds 12 inches, a reinforced or masonry block wall, engineered slope, or engineered retaining wall is required for retaining soil. The Developer shall submit Retaining Wall Plans that includes the construction detail(s) and structural calculations of the retaining wall or masonry wall for City's review and approval.

b. If an engineered slope is used to retain soil on adjacent property outside the Project boundary, a slope easement will be necessary from the adjacent property. The Developer shall

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obtain a slope easement from owner(s) of the adjacent and affected property(s) and show the slope easement on the Final Map.

c. If applicable, the Developer shall show existing irrigation structure(s), channel(s) and pipe(s) that are to remain or relocated or to be removed, after coordinating with the irrigation district or owner of the irrigation facilities. If there are irrigation facilities including tile drains, that are required to remain to serve existing adjacent agricultural uses, the Developer shall design, coordinate and construct required modifications to the facilities to the reasonable satisfaction of the owner of the irrigation facilities and the City.

E. Off-Site Public Improvements – The project requires the construction of off-site public improvements to provide necessary transportation and utility services to the project site. Off-Site Public Improvements require the prior issuance of an Off-Site Improvement Agreement (OIA), Encroachment Permit, and/or similar permit from the City Engineer. These permit processes all have unique submittal and inspection requirements, as well as unique fees.

The following improvements are required prior to occupancy of the building:

E.1. Active Improvements. If not already completed, the Developer shall construct the following transportation improvements to the satisfaction of the City Engineer:

a. Hopkins Extension (ENG21-0031)

b. Promontory Extension (ENG21-0028)

c. 1K Improvements (ENG18-0071)

d. Promontory Extension Roundabout (ENG21-0011)

e. Lammers Road & Valpico Road Intersection Improvements and Traffic Signal (ENG22-0041) City staff will work to ensure that appropriate agreements between the County and City are in place for the work to begin and be completed with IPC 20 construction.

E.2. Intersection #4 – International Parkway & Promontory Parkway: If not already completed, the Developer shall fund, design, and construct the intersection in accordance with the Transportation Master Plan and the Cordes Ranch Specific Plan with the following modifications:

a. Southbound U-Turn Movements shall be prohibited through signage.

b. Traffic signals shall be modified and signal timing adjusted to allow a protected westbound right turn overlap with the protected southbound left movement.

E.3. Intersection – Lammers Road & Valpico Road: If not already completed, the Developer shall fund, design, and construct the interim intersection in accordance with the Cordes Ranch Specific Plan with the following modifications:

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a. The intersection shall include a signal with northbound left turn lane, southbound left turn lane, westbound right-turn lane with overlap signal phasing.

E.4. Intersection #19 / 19a / 19b / 19c – Old Schulte Road & Lammers Road: If not already completed, the Developer shall fund, design, and construct the intersection in accordance with the Transportation Master Plan and the Cordes Ranch Specific Plan with the following modifications:

a. The eastbound approach shall include a signal and a left-turn lane.

b. The eastbound approach shall include a right-turn lane.

c. The northbound left turn lane shall be extended by 250 feet.

d. The traffic signal phasing shall be retimed to accommodate the rerouted volumes.

e. Roadway Network Signal Retiming: Due to the rerouting of traffic, the Developer shall update the signal timing for all signals along Promontory Parkway and Old Schulte Road between International Parkway and Lammers Road, including the endpoints, and International Parkway/Berkeley Road. If not already completed, the Developer shall install the necessary cable network to connect the modified traffic signals to the City's traffic control center.

E.5. Outstanding Conditions of Approval/Improvements: The Developer shall complete all outstanding off-site transportation public improvements required by the Development Review approvals for IPC Buildings 16 and 28, if not already completed.

E.6. Sanitary Sewer: The Developer shall fund, design, and/or construct all necessary sanitary sewer lines and facilities as generally described on the Project plans and/or as required by the City of Tracy's adopted Wastewater Master Plan.

E.7. Storm Drainage: The Developer shall fund, design, and/or construct all necessary storm drainage facilities as generally described on the Project plans in compliance with the City of Tracy's adopted Storm Drainage Master Plan. All permanent underground storm drainage lines and structures to be maintained by the City shall be located within right-of-way to be dedicated to the City or within an easement. If applicable, interim facilities and storm drain lines and collection basins shall be maintained by the Developer.

a. Developer shall obtain City approved improvement plans depicting a storm drainage conveyance greenbelt, or comparable conveyance facility, along the Project's southerly and easterly boundary in accordance with the City of Tracy Storm Drainage Master Plan.

E.8. Water Supply. The Developer shall fund, design, and/or construct all necessary water supply lines and facilities as generally described on the Project plans in compliance with the City of Tracy's adopted Water System Master Plan.

E.9. Private Utilities. All private utility services to serve the Project such as electric, telephone and cable TV to the building must be installed underground, within right-of-way or a dedicated

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Public Utility Easement (PUE) and at the location approved by the City and the respective owner(s) of the utilities.

E.10. Prior to any occupancy, acceptance of public improvements, or release of improvement security, Developer shall submit Engineer of Record prepared AutoCad and GIS shape files with attributes of said Record Drawings in format acceptable to the City.

F. South San Joaquin County Fire Authority (SSJCFA) Conditions

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

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

b. Deferred submittals for fire sprinkler system, fire protection water supply, and fire alarm system shall be listed on the coversheet. Each deferred submittal shall be submitted, reviewed and approved by SSJCFA prior to installation.

c. Fire protection water supply application must be submitted separately from construction permit. All piping and installation shall be in accordance with CFC §507 & NFPA standards. Approval of grading and/or on-site improvements does not grant installation of underground fire service.

d. Fire sprinklers shall be designed by a licensed fire protection contractor or engineer. Hydraulic calculations, specifications and plans shall be submitted prior to issuance of building permit.

e. A request for fire flow shall be submitted to the South San Joaquin County Fire Authority and results shall be approved by the Fire Marshal prior to construction. Fire flow requirements shall be in accordance with CFC Appendix B.

f. Fire department connections shall be installed in accordance with CFC §912 and NFPA standards. A hydrant shall be placed within 100’ of the FDC, in accordance with 2022 California Fire Code §912.2.1 as amended by the Tracy Municipal Code §9.06.070 Section 912.2.1 FDC locations shall be approved by the fire code official prior to the issuance of construction permit.

g. Fire control room locations shall be approved by the fire code official prior to the issuance of construction permit.

h. Provide a truck turning template which clearly shows the truck turning radius of 30’ inside and 50’ outside. Truck turning template shall show all ingress and egress paths available.

F.2 Engineering and building permit applications received by our offices are subject to the current fee schedule for South San Joaquin County Fire Authority. Contact our offices for additional information.

a. Application processing fees and minimum plan review fees are due at time of submittal of construction documents.

b. Additional plan review fees, minimum inspection fees and administrative fees are calculated on approval of project and shall be paid prior to issuance of permit.

c. Permit holder is responsible for any additional inspection fees incurred and shall be paid prior to final inspection.

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F.3 Building is assumed it will be constructed as a ‘speculative building’. Additional permits will be required for each separate tenant improvement. Construction documents shall be submitted to South San Joaquin County Fire Authority for review and approval prior to the start of construction or demolition.

a. Prior to occupancy of each new business, the tenant shall contact South San Joaquin County Fire Authority for a new business inspection. Additional fees may be required for New Business, Annual and Operational Fire Permits. All fees shall be paid prior to approval of inspections.

F.4 All hydrants shall be installed, inspected and tested prior to bringing combustible materials onsite, including storage.

F.5 A Knox Box shall be required for this project. Each tenant shall have keys placed in the Knox Box. The operator of the building shall immediately notify the Fire Authority and provide the new key where a lock is changed or rekeyed. The key to such shall be secured in the Knox Box.

F.6 The building shall be provided with approved address identification in accordance with 2022 California Fire Code §505.1 as amended by the Tracy Municipal Code §9.06.070 Section 912.2.CFC §505.1. The address shall be Illuminated at night. Illumination shall be either internally or externally at an intensity of 5.0 foot-candles.

F.7 Prior to final inspection, emergency radio responder coverage shall be tested to confirm coverage areas. It is beneficial for the applicant to conduct testing at foundation as retrofitting for the coverage shall be submitted to SSJCFA for review and approval prior to installation.
a. Additional improvements may warrant additional testing to be performed. Testing shall be the determination of the fire code official.

F.8. Prior to construction, an address must be posted at the construction site entrance. Address must be a minimum of 4 inches high by ½ inch numerals. Address must be provided so that emergency service personnel can locate the construction site in the event of an emergency.

F.9. Prior to construction, all-weather fire apparatus access roads shall be installed. Fire apparatus access roads during construction shall have a minimum 20’ unobstructed width in accordance with CFC §503

F.10. Additional comments may occur upon submittal of construction documents.

Exhibit B – Property Description

LEGAL DESCRIPTION – IPC 20 LEASE AREA

REAL PROPERTY SITUATE IN SECTION 26, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF ADJUSTED PARCEL 2 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED NOVEMBER 3, 2017, AS INSTRUMENT NO. 2017-128774 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A MONUMENT WITH A BRASS DISC ACCEPTED AS THE SOUTH QUARTER CORNER OF SAID SECTION 26, AS SHOWN ON THAT CERTAIN AS RECORD OF SURVEY, FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY;

THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 26, SOUTH 88° 49' 20" EAST, 1426.18 FEET;

THENCE LEAVING SAID SOUTHERLY LINE, NORTH 01° 10' 40" EAST, 57.50 FEET, TO THE **POINT OF BEGINNING**;

THENCE NORTH 88° 49' 20" WEST, 1426.07 FEET;

THENCE NORTH 88° 36' 10" WEST, 624.70 FEET;

THENCE NORTH 48° 29' 01" WEST, 783.50 FEET;

THENCE NORTH 00° 35' 56" EAST, 512.81 FEET;

THENCE NORTH 45° 46' 13" EAST, 105.13 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT 140.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 00° 55' 09" EAST, THROUGH A CENTRAL ANGLE OF 02° 05' 03", AN ARC DISTANCE OF 5.09 FEET;

THENCE SOUTH 88° 50' 06" EAST, 2574.18 FEET;

THENCE SOUTH 01° 09' 54" WEST, 343.58 FEET;

THENCE NORTH 88° 49' 20" WEST, 50.00 FEET;

THENCE SOUTH 01° 10' 40" WEST, 375.36 FEET;

THENCE SOUTH 88° 49' 20" EAST, 50.00 FEET;

THENCE SOUTH 01° 10' 40" WEST, 378.93 FEET, TO THE **POINT OF BEGINNING.**

CONTAINING 2,732,898 SQUARE FEET or 62.7387 ACRES OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

ATTACHED HERETO IS A PLAT LABELED EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



GARY K. LAMB, P.L.S. 6627

07-19-24
DATE

Exhibit C – Contact Information of Authorized Representative

Name of Person	Company Name	Telephone Number
Bobby Gray	Prologis, LP	(415) 637-0153
Michael Bassillios	Kier & Wright Engineers	(925) 245-8788

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August 19, 2025

Agenda Item 1.S

Staff recommends that the City Council adopt a Resolution approving the amended Joint Powers Authority Agreement of the Central San Joaquin Valley Risk Management Authority (CSJVRMA)

EXECUTIVE SUMMARY

Staff recommends that the City Council approve the revision of the Joint Powers Authority Agreement, which was last amended in 1994. This revision aims to better align the agreement with the Authority's current practices, legal requirements outlined in the Government Code for Joint Powers Authorities, and operational needs.

BACKGROUND AND LEGISLATIVE HISTORY

The Central San Joaquin Valley Risk Management Authority (CSJVRMA) is a public Joint Powers Authority established in 1979 to serve local government agencies (cities, towns, special districts) with populations under 75,000. It provides pooled risk management services, including self-insurance programs for general liability, property, and workers' compensation. The City of Tracy adopted a resolution to join the Central San Joaquin Valley Risk Management Authority on May 6, 1985. As a member of the RMA, the City of Tracy is able to more cost effectively and collectively self-insure, pool losses, and jointly purchase various insurance and administrative services

The Joint Powers Authority Agreement was last amended in 1994, and the City of Tracy City Council approved the amendments, by resolution, on October 18, 1994.

The Central San Joaquin Valley Risk Management Authority (CSJVRMA) staff, along with legal counsel and the Administrative and Financial Subcommittees, are in the process of updating the Authority's Governing Documents to ensure legal compliance, clarify member responsibilities and enhance the Authority's ability to serve its members effectively.

On June 26, 2025, the CSJVRMA Executive Committee took action to accept the recommended amendments to the Joint Powers Agreement and present the amended version to the member cities for approval.

Amendments to the Joint Powers Agreement require a written resolution approved and signed by two-thirds (2/3rds) of the respective City Councils of the member cities.

ANALYSIS

The amendments to the agreement have been prepared by legal counsel on behalf of the CSJVRMA. Counsel advised the CSJVRMA Executive Committee that although the Joint Powers Agreement, as last amended in 1994, meets the legal requirements as outlined in the Government Code for Joint Powers Authorities, the document has been updated as follows:

- Definitional terms have been defined more clearly
- Language has been broadened to allow leeway in the event the CSJVRMA chooses to participate in a captive agency - a self-owned insurance entity formed to insure the risks

of its parent organization, offering greater control over coverage, investment flexibility, tax advantages and the ability to cover risks typically excluded by traditional insurers.

- Pursuant to Government Code Section 6509, an addition was made that was not in the law in 1994 when the Agreement was last amended. The change requires JPA's to designate a member whose restrictions would apply to the operations of the JPA. Below is an excerpt of further clarification provided by CSJVRMA legal counsel:

  "This code section was enacted to prevent a local public entity from exercising powers inconsistent with its own charter, ordinance or resolution simply by becoming a member of a JPA. JPA's are formed to permit public entities to exercise powers on a collective basis, which they could, absent the JPA, exercise individually. However, the legislature wanted to place some restriction on the power of the JPA, without that JPA having to comply with all restrictions that might be in place for all of the members of the JPA. It would be unworkable, for instance, if the JPA had to satisfy or verify any and all restrictions from the ordinances of all of the members of the JPA when transacting the business of the JPA. In order to strike a balance, section 6509 permits the JPA to agree to any restrictions in its exercise of powers based on the restrictions of one identified member City."

The City of Ripon has been added to the Agreement as the designated City under Government Code Section 6509 with City of Madera listed as a secondary City in the event the City of Ripon were to terminate its membership. These two cities have no restrictions in place that would conflict with the day-to-day operations of the JPA.

Amendments to the Joint Powers Agreement require a written resolution approved and signed by two-thirds (2/3rds) of the respective City Councils of the member cities.

FISCAL IMPACT

There are no costs associated with this action.

STRATEGIC PLAN

This agenda item supports the City's Governance Strategy, and specifically implements the following goal:

Governance Strategy

Goal 5: Recruit, develop, and retain a high performing and inclusive workforce.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution approving the amended Joint Powers Authority Agreement of the Central San Joaquin Valley Risk Management Authority.

Prepared by: Kim Dunniway, HR/Risk Analyst II

Reviewed by: Kimberly Murdaugh, Director of Human Resources
Sara Castro, Director of Finance
David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

A. Final Restated Joint Powers Agreement of the CSJVRMA

Attachment A

CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

JOINT POWERS AGREEMENT

AS AMENDED AND RESTATED

EFFECTIVE JULY 1, 2025

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AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT
FOR INSURANCE AND RISK MANAGEMENT PURPOSES

THIS AMENDED AND RESTATED **AGREEMENT**, dated for convenience this 1st day of July 2025, made and entered into by, between, and among those **Member Cities** which become parties to this **Agreement** by action of their governing boards adopting a resolution agreeing to participate in the joint powers entity created by the terms and conditions of this **Agreement**;

RECITALS:

WHEREAS, California Government Code Section 6500, et. seq. provides that two or more public agencies may, by agreement, exercise any power common to the contracting parties; and

WHEREAS, California Government Code Sections 990 and 990.4 provide that a local entity may self-insure, purchase **insurance** through an authorized insurer, purchase **insurance** through a surplus line **broker**, or any combination thereof; and

WHEREAS, California Government Code Section 990.8 provides that two or more local public entities, by a joint powers agreement, may provide **insurance** for any authorized purpose by any one or more of the methods specified in Section 990.4; and

WHEREAS, Article XVI, Section 6, of the California Constitution provides that **insurance** pooling arrangements under joint exercise of powers agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, each of the cities which are parties to this **Agreement** desires to join together with other cities in order to collectively self-insure or pool their losses and to jointly purchase **insurance** and administrative services in connection with **Joint Protection Programs** for said cities; and

WHEREAS, the Tulare-Kings Municipal Risk Management Authority, a public entity, was created by an initial **Agreement** dated April 1, 1979, among various cities within the Counties of Tulare and Kings; and

WHEREAS, the name of the organization was changed to the Central San Joaquin Valley Risk Management Authority on July 1, 1981; and

WHEREAS, the initial **Agreement** was amended on January 1, 1985, and July 1, 1994, by a two-thirds vote of the **Member Cities'** city councils; and

WHEREAS, said **Member Cities** have determined that it is again appropriate and in the public interest to make certain technical corrections and additions to this **Agreement** which will provide clarification and will permit the governing body to meet a minimum of two times a year to conduct that business which only the governing body may act upon; and

WHEREAS, it is therefore necessary to amend said Joint Powers Agreement; and

WHEREAS, said **Agreement** provides that amendments to the **Agreement** may be made by a vote of two-thirds (2/3rds) of the **Member Cities** by resolution of the City Councils of said Cities:

NOW, THEREFORE, for and in consideration of the execution of this **Agreement** by two-thirds (2/3rds) of the **Member Cities**, each of the **Member Cities** which are parties hereto does hereby adopt this amended and restated **Agreement**, dated July 1, 2025, which concurrently supersedes that certain **Agreement** creating the **Authority**, dated April 1, 1979, and all amendments thereto.

ARTICLE I
DEFINITIONS

The following words, when typed in bold print within the provisions of this **Agreement**, shall have the following definitions:

"Administrator" shall mean that person or group appointed by the **Executive Committee** and given responsibility for the management, administration, and operation of the **Authority**.

"Agreement" shall mean the Joint Powers Agreement creating the Central San Joaquin Valley Risk Management Authority.

"Authority" shall mean the Central San Joaquin Valley Risk Management Authority, aka the RMA.

"Board of Directors" or **"Board"** shall mean the governing body of the **Authority**.

"Broker" shall mean the **insurance broker** hired by the **Executive Committee** to acquire **insurance** coverage.

"Claims" shall mean demands made against the **Authority** arising out of occurrences which are claimed to be within one of the **Authority's Joint Protection Programs** as developed by the **Board**.

"Deposit Premium" shall mean the annual dollar amount determined by the Board of Directors payable by each **Member City** for the purpose of **self-insurance** coverage, excess **insurance premiums**, and administrative costs, charged for the purpose of carrying out the powers of the **Authority**.

"Executive Committee" shall mean the elected officers and the representatives appointed by each region to represent that region.

"Fiscal Year" shall mean the period July 1 to June 30 of each year.

"Insurance" shall mean any commercial insurance coverage.

"Insurance Premium" shall mean those funds charged for the payment of group purchased **insurance**.

"Joint Protection Programs" shall mean any program to provide risk sharing or **insurance** coverage under this **Agreement** and shall include a determination as to the amount of initial **Insurance Premiums** and/or **Deposit Premiums**, a precise allocation plan and formula, and a determination of the amount and type, if any, of excess **insurance** to be purchased. Included within the term **Joint Protection Program** is the identification of exposures to accidental loss, the reduction or limitation of losses to **Member City** properties and from injuries to persons or property caused by the operations of **Member Cities** and the funding of those risks, together with any other functions appropriate or necessary to the functioning of the **Joint Protection Program**.

"Master Plan Document" shall mean the document, formally adopted by the **Executive Committee**, setting forth the operations, policies, and provisions of a self-insured or pooled coverage program, which shall include, but not be limited to, the following:

1. The scope of the program;
2. The procedures to be followed;
3. Who may participate;
4. Any limits or restrictions;
5. How **Deposit Premiums** are determined;
6. How refunds, if any, are determined;
7. Commitments required by participants; and
8. How the document may be amended.

"Member City" shall mean a city which is an incorporated municipality organized with a council, City Manager/Administrator form of government, which has been approved for participation in the **Authority** by the **Executive Committee** in accordance with applicable provisions of the **Agreement** and the Bylaws and has signed the **Agreement**.

"Operating Fund" shall mean the fund established by the **Authority** for the purpose of paying just demands submitted to the **Authority**.

"Representative" shall mean the person, **designated** in writing by the **Member City** to represent and act for and on behalf of the **Member City** regarding any matter before the **Authority's Board** or **Executive Committee**. The **Representative** must be either: (a) the City Manager/Administrator or (b) a person designated by the City Manager/Administrator who holds a management/organizational position with the **Member City** and whose responsibilities include all or part of the **Member City's** risk management functions (i.e., finance, human resources, claims/losses, insurance, and safety/risk control).

"Self-Insurance" shall mean the process whereby the **Authority** maintains sufficient reserves to pay all **claims** and associated expenses of a risk exposure without purchasing **insurance** to cover the risk or a portion of the risk.

ARTICLE II
PURPOSES

The purpose of this **Agreement** is to provide joint powers common to each **Member City** for **insurance** purposes; to pool self-insured **claims** and losses, to purchase or participate in excess pooling or excess **insurance** coverage, and to provide related administrative services including risk management, consulting, actuarial services, claims adjusting and legal defense services; to implement risk management principles; and to provide for the future inclusion of additional incorporated municipalities desiring to become parties to the **Agreement**.

ARTICLE III
CREATION OF JOINT POWERS AUTHORITY

Pursuant to Section 6500, et. seq. of the California Government Code, the **Authority** is a public entity separate and apart from the parties to this **Agreement**. Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of this joint powers authority shall not constitute debts, liabilities, or obligations of any party to this **Agreement**.

It is the express understanding of all parties that the **Authority** created originally on or about April 1, 1979, is the same **Authority** continued under this **Agreement**, even though some powers and procedures may be changed by this **Agreement**.

The **Authority**, its **Board**, officers, membership, and staff shall be governed by this **Agreement**, the Bylaws, **Master Plan Documents**, Memoranda of Coverage, and other documents duly adopted by the **Authority**.

ARTICLE IV
PARTIES TO **AGREEMENT**

Each city which has applied to and been accepted as a member of the **Authority** is a party to the Joint Exercise of Powers Agreement. Each party to the **Agreement** shall be bound by this **Agreement** when two-thirds (2/3rds) of the city councils of the **Member Cities** have adopted this amended and restated **Agreement**. A party to this **Agreement** certifies that it intends to and does contract with the **Authority** and with all other **Member Cities** which have signed this **Agreement** and, in addition, with each city which may hereafter be added as a party to and may sign this **Agreement**. Each city which has or may hereafter sign this **Agreement** also certifies that the deletion of any city from the **Authority** by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this **Agreement** nor each **Member City's** intent to contract as described above with the then remaining **Member Cities**.

Each city which is a member of the **Authority** at the time this amended and restated **Agreement** is adopted by two-thirds (2/3rds) of the **Member Cities**, certifies that it intends to and does hereby contract with the **Authority** and with all other current **Member Cities**, and in addition, with each city which may hereafter be added as a party to and may sign this **Agreement**.

ARTICLE V
MEMBERSHIP

A. ELIGIBILITY

To be a member of this **Authority**, a city must be an incorporated municipality which is characterized by having professional management as typified by a bona fide Council Manager/Administrator form of government and must be approved for participation in the **Authority** in the manner provided by the Bylaws.

B. NEW MEMBERS

Eligible incorporated municipalities may become a party to this **Agreement** pursuant to the Bylaws of the **Authority**.

ARTICLE VI
TERM OF **AGREEMENT**

This **Agreement**, as amended and restated, shall become effective when approved by two thirds (2/3rds) of the respective City Councils of the **Member Cities**. When effective, this **Agreement**, as may be amended from time to time, shall continue thereafter until terminated as herein provided. This **Agreement** shall become effective as to any new **Member City** in accordance with the Bylaws and **Master Plan Documents** of the **Authority**.

ARTICLE VII
POWERS OF THE **AUTHORITY**

Pursuant to and to the extent required by Government Code section 6509, the **Authority** shall be restricted in the exercise of its powers in the same manner as the City of Ripon is restricted in the exercise of its powers. In the event the City of Ripon shall cease to be a Member of the **Authority**, then the **Authority** shall be restricted in the exercise of its powers in the same manner as the City of Madera.

The **Authority** is hereby authorized to do all acts necessary or appropriate for the exercise of said powers, including, but not limited to any or all of the following:

1. Make and enter into contracts;

2. Incur debts, liabilities, and obligations, but no debt, liability, or obligation of the **Authority** is a debt, liability, or obligation of a **Member City** except as otherwise provided;
3. Assess **Member Cities** as deemed appropriate by the **Executive Committee**;
4. Acquire, hold, or dispose of real and personal property;
5. Receive contributions and donations of property, funds, services, and other forms of assistance from any source;
6. Sue and be sued in its own name;
7. Employ agents and employees;
8. Acquire, construct, manage, and maintain buildings;
9. Lease real or personal property, including property of a **Member City**; and
10. To exercise all powers necessary and proper to carry out the terms and provisions of this **Agreement** or otherwise authorized by law.

This **Agreement** shall be construed and interpreted in accordance with the laws of the State of California.

ARTICLE VIII
BOARD OF DIRECTORS

A. STRUCTURE

The **Authority** shall be governed by a **Board** composed of one **Representative** from each **Member City**, each serving in an individual capacity as a member of the **Board**. Each **Member City** shall appoint one **Representative**. Appointments shall be limited to the City Manager/Administrator of each **Member City** or his/her authorized delegate. Each **Member City** shall also appoint one alternate **Representative**. The alternate **Representative** may attend and may participate in any meeting of the **Board**. When the regular **Representative** for whom he/she is an alternate is absent from the meeting, the alternate **Representative** may vote. Each **Representative** serves at the pleasure of the **Member City** being represented. Each **Representative** has one vote as the member of the **Board**. **Representatives** are not entitled to compensation. However, the **Executive Committee** may authorize reimbursement for expense incurred by a **Representative** in connection with his/her duties for the **Authority**.

B. MEETINGS OF THE **BOARD**

The **Board** shall hold at least two meetings each year. The **Executive Committee** shall determine the date upon which and the hour and place at which each regular meeting is to be held.

The President may call for a special meeting of the **Board** in compliance with open meeting laws in the State of California or a majority of the **Representatives** may call for a special

meeting by filing a written request with the Secretary. The President must then set a date, time, and place for the meeting to be held within 30 days and must make provision for notice of the special meeting being given.

Each meeting of the **Board**, and each meeting of the **Executive Committee**, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).

The **Authority** shall have minutes of regular and special meetings kept. As soon as possible after each meeting, copies of the minutes shall be forwarded to each **Member City**.

A majority of the members of the **Board** is a quorum for the transaction of business. However, less than a quorum may adjourn from time to time. A vote of the majority of a quorum at a meeting is sufficient to take action, unless otherwise specified.

C. POWERS OF THE **BOARD OF DIRECTORS**

The **Board** shall provide policy direction for the **Executive Committee**, the officers, and the **Administrator**. The **Board** may delegate any and all of its authority to the **Executive Committee** except the following:

1. Amendments to the Bylaws, which requires at least a two-thirds (2/3rds) vote of the **Board**;
2. Creation of any new **Joint Protection Program**;
3. Termination of any **Joint Protection Program**;
4. Expulsion of a **Member City**;
5. Adoption of an operating budget for the **Authority**;
6. Amendments to the **Authority's** Conflict of Interest Code; and
7. Authorization for the issuance, modification, or defeasance of bonds.

ARTICLE IX
BYLAWS AND REGULATIONS

The **Board** shall adopt Bylaws and general regulations not inconsistent with State law and this **Agreement**.

ARTICLE X
EXECUTIVE COMMITTEE

The **Board** shall establish an **Executive Committee** and delegate functions not otherwise reserved to the entire **Board**. The **Executive Committee** shall be appointed, have the powers, and hold meetings as set forth in the Bylaws.

ARTICLE XI
OFFICERS

The officers of the **Authority** shall consist of an elected President, First Vice President, and Second Vice President, and an appointed **Administrator**, Secretary, and Treasurer. Other offices may be created by the Bylaws, **Master Plan Documents**, or the **Administrator**, subject to the approval of the **Board** or the **Executive Committee**, as applicable. All offices shall be filled and have the powers and responsibilities as prescribed in the Bylaws or **Master Plan Documents**.

The functions of auditor/controller of the **Authority** shall be performed by the **Authority's** officers or employees. The Treasurer and auditor/controller have the powers, duties, and responsibilities specified in Government Code Section 6505.6. The **Authority** shall purchase a bond which includes coverage for the duties performed by the Treasurer and the auditor/controller.

ARTICLE XII
JOINT PROTECTION PROGRAMS

A. The **Executive Committee** may at any time, and from time to time, offer to the **Board** for adoption such **Joint Protection Programs** as may be deemed desirable. All **Member Cities** shall participate in those mandatory **Joint Protection Programs** as set forth in the Bylaws. All other **Joint Protection Programs** shall be optional. The **Board** shall establish the amount of **Deposit Premium**, determine the amount of loss reserve contribution, provide for the handling of **claims**, and otherwise establish the policies and procedures necessary to provide a particular **Joint Protection Program** for **Member Cities**.

B. Each **Joint Protection Program** shall remain separate and distinct from every other **Joint Protection Program** and the liability and obligations of each program, and its participating **Member Cities** shall not be a liability or obligation of another program or participating Member City of another program. A **Member City's** participation in one program shall not obligate it or its funds on deposit with the **Authority**, to the debts, obligations, or liabilities of any other program. Separate accounting shall be maintained for each **Joint Protection Program**.

ARTICLE XIII
RESERVE FUNDS

The **Authority** may establish a fund for the purpose of paying the losses and establishing a reserve to cover the retained portion of losses that may be insured against by the **Authority** or the **Member Cities**. The funds shall be invested in compliance with the **Authority**'s Investment Policy and relevant state laws.

Refunds shall be made in accordance with the **Master Plan Document** for each program.

ARTICLE XIV
OPERATING FUND

The **Authority** shall establish an **Operating Fund**. The **Operating Fund** is for the purpose of paying **insurance premiums**, **broker's** fees, adjusting fees, consultant and legal fees, and such other items as are appropriate. Just demands for payment shall be made by warrants in compliance with the adopted budget. The warrants shall be paid as directed by the **Executive Committee**. The **Board** may establish such other funds as it considers appropriate which shall be maintained and invested in the same manner as the **Operating Fund**.

ARTICLE XV
BUDGET

The **Board** shall adopt a budget annually.

ARTICLE XVI
FUNDING AND PROCEDURES FOR CALCULATING
ANNUAL CONTRIBUTIONS

The provisions for funding and calculating annual contributions shall be as set forth in the Bylaws and the **Master Plan Documents** for each program.

ARTICLE XVII
RESPONSIBILITIES OF **AUTHORITY**

The **Authority** may perform or have performed the following functions in discharging its responsibilities under this **Agreement**:

1. Assist **Member Cities** in developing their risk management programs;
2. Participate in risk management advisory committees formed by **Member Cities**;
3. Provide loss prevention, safety, and security services;
4. Provide all program services as required by program **Master Plan Documents**;
5. Provide loss analysis control by use of statistical analysis, data processing, and record and file keeping services. The purpose of this information is to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;
6. Conduct risk management audits to review the participation of each **Member City** in the program; and
7. Perform other functions as required by the **Board** for the purpose of accomplishing the goals of this **Agreement**.

ARTICLE XVIII
RESPONSIBILITIES OF **MEMBER CITIES**

The **Member Cities** have the following responsibilities:

1. Pay all financial obligations to the **Authority** within the time prescribed;
2. Appoint an individual to be responsible for coordinating the risk management activities of his/her **Member City** with the **Authority**;
3. Conduct its operations in a manner which enhances safety and loss control consistent with recommendations by **Authority** staff;
4. Carry out the duties and responsibilities as assigned or mandated by the **Board of Directors** and/or the **Executive Committee** which may include, but are not limited to, adherence to and/or adoption of policies and procedures, support of initiatives deemed necessary for the proper functioning of the **Authority,** and timely execution of tasks deemed necessary for the operation and governance of the **Authority**;
5. Report to the risk manager during the development stages the addition of new programs or the significant reduction or expansion of existing programs;
6. Permit and assist the **Authority** in conducting on-site safety and loss control inspections and/or safety or risk management audits as required by the **Board**;
7. Submit underwriting information requested by the **Authority** on a timely basis;
8. Provide accurate statistical data concerning the **Member City** to the **Authority** when requested;
9. Cooperate fully with the **Authority** in determining the cause of losses and in the settlement of losses;
10. Cooperate to the fullest extent with the **Authority**'s Litigation Manager on matters of **claims** and the conduct of defense of **claims**; and
11. Comply with risk management requirements established under the authority of this **Agreement**.

ARTICLE XIX
WITHDRAWAL

Any **Member City**, at their sole discretion, may voluntarily withdraw from membership in the **Authority** only at the end of any **fiscal year** by notifying the **Authority** in writing six (6) months prior to the end of any **fiscal year**, or at any other time which is agreed to by the **Board**, unless otherwise prohibited in the **Master Plan Document** of any program. A notice of withdrawal shall be final and irreversible upon its receipt by the **Authority** unless the **Board** authorizes it to be rescinded by the **Member City**.

ARTICLE XX
INVOLUNTARY TERMINATION

A **Member City** may be removed from this **Agreement** by a two-thirds (2/3rds) vote of the **Board** for non-compliance with any provision of the governing documents. Such involuntary termination shall proceed in accordance with the provisions set forth in the Bylaws.

ARTICLE XXI
CONTINUED LIABILITY

Upon any withdrawal or involuntary termination of a **Member City**, the said **Member City** shall continue to be responsible for any unpaid **insurance premiums**, **deposit premiums**, surcharges, administration costs, and **claims** and for any debts and assessments in accordance with the provisions of this **Agreement**, the Bylaws, Resolutions, and the **Master Plan Documents** of **Joint Protection Programs** in which the **Member City** has participated.

ARTICLE XXII
REFUNDS UPON WITHDRAWAL OR INVOLUNTARY TERMINATION

In the event a **Member City** withdraws from the **Authority** or its membership is involuntarily terminated, said **Member City** shall thereafter be entitled to receive its unobligated share of monies held by the **Authority**, less any and all amounts owed the **Authority** whether contingent or not, by the said withdrawing or terminated **Member City**. The remainder of any funds held by the **Authority** for the withdrawing or terminating **Member City** subject to any retention amount as provided below, shall be the unobligated share and shall be refunded to the **Member City** and shall be accepted in full settlement and satisfaction against any **claims** the **Member City** may have against the **Authority**. The **Authority** shall require that sufficient funds are retained on deposit with the **Authority** to completely pay any and all unpaid **insurance premiums**, **deposit premiums**, surcharges, administration costs, or **claims**, including any amounts for unreported **claims** and maturity of **claims** against said withdrawing or terminating **Member City**, and the amount to be retained on deposit shall be determined by the **Authority**. Any and all rights, entitlements, benefits, and obligations after withdrawal or termination shall be subject to ongoing obligations and responsibilities agreed to by a **Member City** by agreeing to participate in any pooled **Joint Protection Programs**.

ARTICLE XXIII
TERMINATION OF **AUTHORITY**

The **Authority** may be terminated at any time if two-thirds (2/3rds) of the respective city councils of the then-**Member Cities** adopt a resolution requesting termination of the **Authority**; provided, however, that this Joint Powers Agreement and the **Authority** shall continue to exist for the purpose of disposing of all **claims**, concluding any pending litigations, for the liquidation and distribution of assets, and for all other functions necessary to conclude the affairs of the **Authority**.

The **Board** shall take whatever action is necessary or appropriate to cause these ongoing responsibilities to be discharged and to effectively close out the affairs of the **Authority**. Upon completion of the liquidation and dissolution of the **Authority**, the **Authority** shall pay to each city which was a member of the **Authority** at the time of termination its pro rata share based on a city's contribution to the **Authority**, as determined by an independent Certified Public Accountant which has audited the financial records of the **Authority**, of the remaining assets of the **Authority** and shall pay to each **Member City** all monies held by the **Authority** in the reserve funds of that **Member City**.

ARTICLE XXIV
AUDIT

The **Authority** shall obtain an annual certified audit of its accounts and financial records which shall be made by a Certified Public Accountant and shall conform to generally accepted auditing standards.

ARTICLE XXV
ARBITRATION

Any controversy between the parties hereto arising out of this **Agreement** shall be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure.

ARTICLE XXVI
BINDING EFFECT OF BYLAWS, **MASTER PLAN DOCUMENTS**, AND MEMORANDA OF COVERAGE

Each party to this **Agreement** by the execution hereof agrees to be bound by and to comply with all of the terms and conditions of this **Agreement**, the Bylaws, the **Master Plan Documents**, Memoranda of Coverage, and any resolution adopted by the **Authority**, the **Board of Directors**, or the **Executive Committee** as they now exist or may hereafter be adopted or amended.

ARTICLE XXVII
ENFORCEMENT

The **Authority** is hereby granted authority to enforce this **Agreement**. In the event action is instituted by the **Authority** to enforce any term of this **Agreement**, the Bylaws, or the **Master Plan Document** of any program against any **Member City**, the prevailing party shall be entitled to reasonable attorney fees and costs incurred because of said action, in addition to other appropriate relief.

ARTICLE XXVIII
AMENDMENTS

This **Agreement** may be amended by written resolution approved and signed by two-thirds (2/3rds) of the respective city councils of the **Member Cities** that are parties to this **Agreement**. Upon signature of any amendment by two-thirds (2/3rds) of the **Member Cities**, any **Member City** failing or refusing to abide by such amendment may be involuntarily terminated as a party to this **Agreement** as provided herein.

ARTICLE XXIX
NOTICES

Notices under this **Agreement** shall be sufficient if delivered to the office of the Clerk or Secretary of the respective jurisdictions.

ARTICLE XXX
COUNTERPARTS

This **Agreement** may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

Dated: _____ _____

MEMBER CITY

BY: _____

RESOLUTION APPROVING AMENDMENT TO JOINT POWERS AGREEMENT OF THE

CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

WHEREAS, the CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY (CSJVRMA) is a California Joint Powers Authority created and operated pursuant to California Government Code 6500 et. seq. for the purpose of pooling funds to provide coverage for indemnification and defense and to purchase excess insurance for certain civil claims involving general liability, workers' compensation, and property damage;

WHEREAS, the City of ____ is authorized pursuant to California Government Code 990.8 to enter into a Joint Powers Agreement for the purposes described above;

WHERAS, the City of ____ is a member of the CSJVRMA;

WHEREAS, the Joint Powers Agreement which was created establishing the CSJVRMA allows for amendment of the agreement upon approval by the City Council of two thirds of the members of the CSJVRMA;

WHEREAS, the CSJVRMA desires to amend the Joint Powers Agreement as set forth in the Agreement dated July1, 1994, and as amended July 1, 2025, a copy of which is attached hereto and incorporated herein;

The City hereby resolves:

IT IS HEREBY RESOLVED that the City Council of _____ _____ approves the Central San Joaquin Valley Risk Management Authority Joint Powers Agreement, dated July 1, 1994, as amended and restated on July 1, 2025, and in the form as attached hereto, and it is FURTHER RESOLVED that the City Manager/Administrator is authorized and directed to execute such agreement.

The forgoing resolution was adopted this _____ day of _____, 20__ by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
MAYOR/CITY MANAGER

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING THE AMENDMENTS TO THE JOINT POWERS AGREEMENT OF THE CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

WHEREAS, the Central San Joaquin Valley Risk Management (CSJVRMA) is a California Joint Powers Authority created and operated pursuant to California Government Code 6500 et. seq. for the purpose of pooling funds to provide coverage for indemnification and defense and to purchase excess insurance for certain civil claims involving general liability, workers' compensation, and property damage; and

WHEREAS, the City of Tracy is authorized pursuant to California Government Code 990.8 to enter into a Joint Powers Agreement for the purposes described above; and

WHEREAS, the City of Tracy is a member of the CSJVRMA; and

WHEREAS, the Joint Powers Agreement, which was created establishing the CSJVRMA, allows for amendment of the agreement upon approval by the City Council of two-thirds of the members of the CSJVRMA; and

WHEREAS, the CSJVRMA desires to amend the Joint Powers Agreement as set forth in the Agreement dated July 1, 1994, and as amended July 1, 2025, a copy of which is attached hereto and incorporated herein; now therefore be it

RESOLVED: That the City Council of the City of Tracy hereby approves the Central San Joaquin Valley Risk Management Authority Joint Powers Agreement, dated July 1, 1994, as amended and restated on July 1, 2025, and in the form as attached hereto; and be it further

RESOLVED: That the City Manager is authorized and directed to execute such agreement.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 19th day of August 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

August 19, 2025

Agenda Item 1.T

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve and authorize the recordation of a Final Subdivision Maps for Tract 4181, Tract 4182, and Tract 4183 located within the Tracy Hills Specific Plan Area.

EXECUTIVE SUMMARY

This agenda item seeks approval of Final Maps for Tract 4181, Tract 4182 and Tract 4183 within Phase 2B of the Tracy Hills Specific Plan area development (Project). Phase 2B is subcomponent of the Vesting Tentative Subdivision Map (VTSM) for Tracy Hills Phase 2, Tract 4057, that was approved by the City Council on October 19, 2021, pursuant to Resolution No. 2021-154. Attachment A shows the location of the VTSM.

BACKGROUND AND LEGISLATIVE HISTORY

Lennar Homes of California, LLC is the subdivider (Developer) of the Project. The VTSM for Tracy Hills Phase 2, Tract 4057, was approved by the City Council on October 19, 2021, pursuant to Resolution No. 2021-154.

The VTSM proposes 1,470 single-family residential lots, public park parcels, open space parcels, retention basin parcels, school parcels, Homeowners Association (HOA) recreation center parcel, and numerous other parcels. The non-residential parcels are to be owned and maintained by the HOA, Developer, or City. The Project occupies approximately 1,143 acres within the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road.

The Developer has divided Phase 2 into two phases, as depicted in Attachment A, with Tracy Hills Phase 2A generally encompassing the eastern portion of the Project, and Tracy Hills Phase 2B generally encompassing the western portion. Phase 2A consists of seven tracts containing ten villages totaling 726 residential lots and numerous other non-residential parcels on approximately 242.2 acres. Phase 2B consists of seven tracts containing eight villages totaling 744 residential lots and other numerous non-residential parcels on approximately 242.0 acres.

On April 5, 2016, the City Council approved the Tracy Hills Specific Plan Final Subsequent Environmental Impact Report (Resolution No. 2016-062), the Tracy Hills Specific Plan (Resolution No. 2016-063), and the Development Agreement executed between the City of Tracy and the Developers of the Tracy Hills Project (Ordinance 1213), among other related actions.

On November 10, 2020, the City Council approved the First Amendment to the Development Agreement (Ordinance 1300) This amendment relates to the financing and timing of public infrastructure delivery, clarifies the process for obtaining reimbursements from other benefiting developments, and clarifies certain provisions of the Residential Growth Allotment (RGA) process.

On October 19, 2021, the City Council approved a General Plan Amendment, under Application No. GPA21-0001 (Resolution No. 2021-153), the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2, under Application No. SPA21-0003 (Ordinance 1319, and the Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057 (VSTM)), under Application No. TSM20-0003 (Resolution No. 2021-154). The amendments included land use and zone charges for Tracy Hills Phases 1B, 2, and the KT Project area.

On July 2, 2024, the City Council approved numerous final maps, Subdivision Improvement Agreements (SIAs), other agreements, and dedications as part of Phase 2A.

On February 18, 2025, the City Council approved numerous infrastructure improvement agreements for required conditioned public improvements related to the approval of any Phase 2B final maps. The previous improvements consist of two (2) SIAs for in-tract public roadway and utility improvements, and three (3) Offsite Improvement Agreements (OIAs).

Under Tracy Municipal Code (TMC) Section 12.20.020 and California Government Code Section § 66456.1, multiple final maps relating to an approved tentative subdivision map may be filed before the expiration of the tentative subdivision map if: (1) the subdivider, at the time the tentative map is filed, notifies the Community Development Director and the City Engineer in writing of the subdivider's intention to file multiple final maps on the tentative subdivision map, and is authorized to have phases by conditions of the map; or (2) after filing and before approval of the tentative subdivision map, the Community Development Director, the City Engineer and the subdivider concur in the filing of multiple final maps.

Section 12.20.090 of the TMC requires the City Council to approve final maps. That section also requires the City Council to consider approval of improvement agreements and related security concurrently with the final map approval and authorizes the Mayor to execute such agreements.

California Government Code § 66473 requires a local agency to disapprove a request for a final map for failure of the applicant to be in “substantial compliance” with requirements or conditions of approval imposed on the preceding approved tentative map. Per California Government Code § 66474.1, upon finding substantial compliance with the applicable conditions of approval and conformance of the final map with the approved tentative map, a local agency’s approval of a final map becomes a ministerial act. An agency can approve a final map, even if certain public improvements have not been completed prior to such final map approval as long as the agency and the subdivider enter into binding legal agreements for completion of such improvements and posting of adequate security. Offsite and Subdivision Improvement Agreements approved by City Council on July 2, 2024, satisfy the requirements of Government Code Section 66473 and 66474.1.

ANALYSIS

As noted above, TMC Section 12.20.020 and California Government Code Section § 66456.1 allows multiple final maps to be approved, as related to an approved tentative subdivision map. Pursuant thereto, Developer provided the requisite notification of the intention to multiple final maps on the tentative subdivision map at the time the VTSM application was filed.

The Developer is requesting approval of a final maps for Tract 4181 (see Attachment B) containing 115 single-family residential lots, and other parcels to be owned by a Homeowner's Association, all to be located on approximately 30.77+/- acres within the boundaries of the

Project, Tract 4182 (see Attachment C) containing 122 single-family residential lots and other parcels to be owned by a Homeowner's Association, all to be located on approximately 31.25 +/- acres within the boundaries of the Project, and Tract 4183 (see Attachment D) containing 89 single-family residential lots and other parcels to be owned by a Homeowner's Association, all to be located on approximately 59.04 +/- acres within the boundaries of the Project.

The Final Maps have been prepared on behalf of the Developer and reviewed by the Engineering Division and were found to be in substantial compliance with the VTSM. The Final Maps are included in Attachment B, Attachment C, and Attachment D.

The Conditions of Approval (COAs) for the VTSM require the Developer to design and construct certain on-site public improvements connected with the approval of the Final Maps pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards. As noted above, since the required improvements will not be completed prior to the recordation of the Final Maps, the Developer is required to execute the SIAs to guarantee the completion of the improvements as authorized by Government Code Section 66462 and in accordance with Condition of Approval No. C.3.6. The required guarantees have been previously approved.

Improvement plans, landscape plans, specifications, and cost estimates, which describe in more detail the public street, landscape, utility, and appurtenant improvements for the Final Maps which are required to be constructed under the subject SIAs, have been prepared on behalf of the Developer and approved by the City Engineer. The plans are on file with the City Engineer under the Engineering Division tracking numbers as follows:

1) Tract 4181 - Tracy Hills Villages 11 and 12 Improvement Plans, Joint Trench Composite Plans, and Street Lighting Plans, Tracking No. ENG23-0020; Landscape Plans Village 11, Tracking No. ENG23-0021; and Landscape Plans Village 12, Tracking No. ENG23-0022.
2) Tract 4182 - Tracy Hills Villages 13 Improvement Plans, Joint Trench Composite Plans, and Street Lighting Plans, Tracking No. ENG23-0023; Landscape Plans Village 13, Tracking No. ENG23-0024.
3) Tract 4183 - Tracy Hills Villages 14 Improvement Plans, Joint Trench Composite Plans, and Street Lighting Plans, Tracking No. ENG23-0025; Landscape Plans Village 14, Tracking No. ENG23-0026.

FISCAL IMPACT

There will be no fiscal impact associated with this agenda item. The Developer has paid for the cost of plan checking, engineering inspection and processing of the Final Maps and associated agreements. However, the cost to condition and evaluate the Project is reimbursed by the Developer with a Cost Recovery Agreement (CRA).

PUBLIC OUTREACH / INTEREST

All public outreach for the Tracy Hills Phase 2 development (notifications, public hearings, etc.) was conducted at the Planning Commission and City Council hearings that were held in October 2021 to consider the General Plan Amendment, Specific Plan Amendment, and Vesting Tentative Subdivision Map for the overall Project. Additional public outreach, specifically for the Final Maps and associated agreements, is not required.

COORDINATION

This Staff Report was prepared by the Land Development Division. No coordination was required with other departments for the preparation of this report.

CEQA DETERMINATION

An Environmental Impact Report (EIR) for the Tracy Hills Specific Plan was certified by the City Council on April 5, 2016 (SCH#2013102053). An Addendum to the EIR was prepared in accordance with the provisions of California Environmental Quality Act (CEQA) Guidelines Section 15162 and 15164 to address the General Plan Amendment, Specific Plan Amendment, and Vesting Tentative Subdivision Map for the Tracy Hills Phase 2 Project. All the in-tract and off-site improvements associated with this Agenda Item are within the scope of the development evaluated by the EIR and the Addendum to the EIR and therefore no further environmental review is required for the Project.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution to approve and authorize the recordation of a Final Map for Tract 4181, Tract 4182 and Tract 4183 located within the Tracy Hills Specific Plan Area.

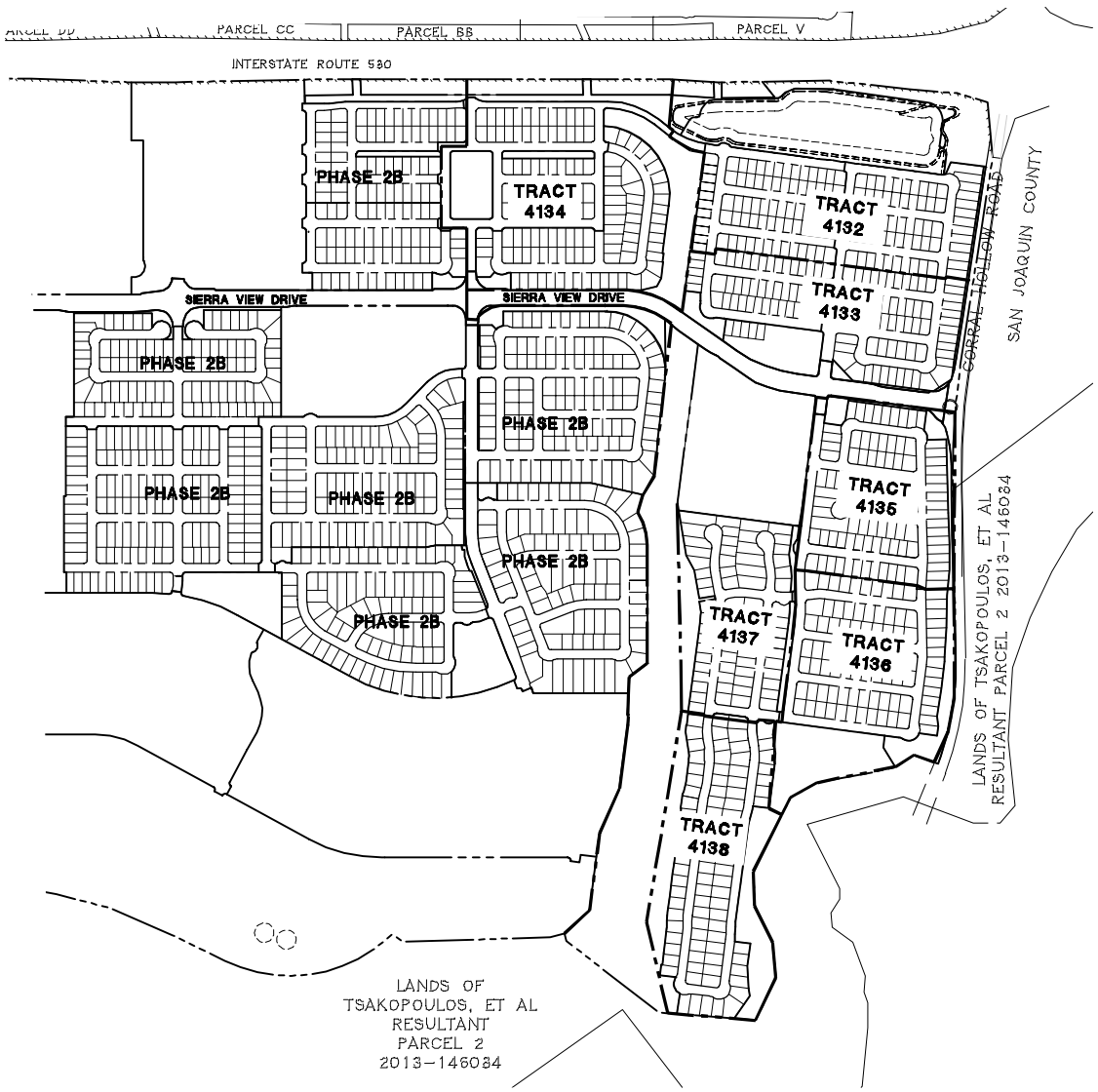
Prepared by: David I. Brotchie, PE, Senior Civil Engineer
Al Gali, Associate Engineer
Ritu Shrestha, Assistant Engineer

Reviewed by: Forrest Ebbs, Community & Economic Development Director
Sara Castro, Finance Director
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Location Map and Phasing Exhibit
Attachment B – Final Map for Tract 4181
Attachment C – Final Map for Tract 4182
Attachment D – Final Map for Tract 4183



ATTACHEMENT A - LOCATION MAP & PHASING EXHIBIT

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: APRIL 24, 2024 JOB NO: 20106BVTM

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 4181, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGES 11 AND 12", CITY OF TRACY, CALIFORNIA, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY, IN FEE, FOR PUBLIC PURPOSES: "OLD LARKS LANE", "JONAH STREET", "CLAUDE WAY", "KISMET STREET", "BRAMBLE STREET", "LINDEN AVENUE", "HODDER AVENUE", AND "PINECREST AVENUE", WITHIN THE BOUNDARY OF THIS MAP ARE FOR THE PURPOSE OF PUBLIC STREETS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "PUBLIC UTILITY EASEMENT" OR "PUE" ARE FOR PUBLIC UTILITY PURPOSES, INCLUDING THE RIGHTS OF INGRESS, EGRESS, CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "ONE-FOOT ACCESS RESERVE STRIP" ARE FOR THE RIGHT TO CONTROL ACCESS OVER AND ACROSS SAID STRIP.

THE UNDERSIGNED HEREBY RELINQUISH TO THE PUBLIC FOREVER ALL ABUTTERS RIGHTS OF ACCESS FOR PEDESTRIAN AND VEHICLE INGRESS AND EGRESS ACROSS THE LOT LINES SHOWN THUSLY ////// (LOTS 1, 10, 85 AND 86 TO AND FROM PINECREST AVENUE, LOTS 12, 21, 22, 45, 46, 63, AND 64 TO AND FROM HODDER AVENUE, LOTS 54, 55, 72, 73 AND 98 TO AND FROM LINDEN AVENUE, LOTS 1, 21, 22 AND 33 TO AND FROM OLD LARKS AVENUE, LOTS 46, 54, 55, AND 63 TO AND FROM CLAUDE WAY, LOTS 10, 12, 64, 72, 73, 85, AND 99 TO AND FROM KISMET STREET, LOTS 86 AND 98 TO AND FROM BRAMBLE STREET, LOTS 99, 100, 101 AND 102 TO AND FROM STANEK AVENUE, LOTS 33 AND 34 TO AND FROM POND PLACE).

EXECUTED THIS 29th DAY OF April, 2025.

OWNER: DRP SOLARIS MULTISTATE, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: DOMAIN SOLARIS HOLDINGS, LLC ITS: MANAGER

BY: DW GENERAL PARTNER, LLC ITS: MANAGER

BY: Houdin Honarvar

NAME: Houdin Honarvar ITS: AUTHORIZED SIGNATORY

OWNER'S ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF NEW YORK)
)SS.:
COUNTY OF New York)

ON THE 29th DAY OF APRIL IN THE YEAR 2025 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED Houdin Honarvar, PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE INDIVIDUAL(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE INDIVIDUAL(S), OR THE PERSON UPON BEHALF OF WHICH THE INDIVIDUAL(S) ACTED, EXECUTED THE INSTRUMENT.

JOSEPHINE G CIMINO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CI0026551
Qualified in Nassau County
My Commission Expires 7-5-2028

Josephine G. Cimino
NOTARY PUBLIC

MY COMMISSION NUMBER: 01CI0026551

MY COMMISSION EXPIRES: 7-5-2028

PRINCIPAL COUNTY OF BUSINESS: N.Y.

TRACT NO. 4181
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 11 AND 12

BEING A SUBDIVISION OF NEW PARCEL B
PER DEED DOCUMENT 2024-003609
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
APRIL 2025

OPTIONEE STATEMENT

THE UNDERSIGNED, LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS OPTIONEE UNDER THAT CERTAIN MEMORANDUM OF OPTION AGREEMENT RECORDED ON JANUARY 12, 2024 AS DOCUMENT NO. 2024-003612 AND AMENDED NOVEMBER 7, 2024 AS DOCUMENT NO. 2024-095775 IN THE OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP AND JOINS IN ALL DEDICATIONS THEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE 28th DAY OF APRIL, 2025.

LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____ VICE PRESIDENT
NAME: TITLE

OPTIONEE ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF Contra Costa) SS:

ON THIS 28th DAY OF April, 2025, BEFORE ME, Lauren Mary Christopher, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Bridgit Koller, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE~~/ SHE/ ~~THEY~~ EXECUTED THE SAME IN ~~HIS~~/ HER/ ~~THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND THAT BY ~~HIS~~ /HER /~~THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL,

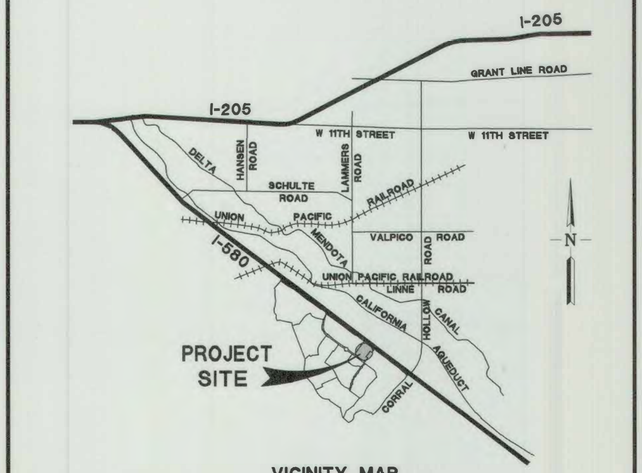
SIGNATURE: L. Christopher

PRINT NAME: Lauren Mary Christopher

MY COMMISSION NUMBER: 2473306

MY COMMISSION EXPIRES: NOV 21, 2027

PRINCIPAL COUNTY OF BUSINESS: Contra Costa

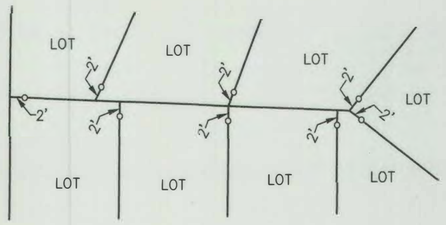


VICINITY MAP
NOT TO SCALE

NOTES:

1. ALL FRONT CORNERS ARE TO BE REFERENCED WITH A BP2 SURVEY MARKER W/ ANCHORING PLUG (30MM) STAMPED RJA LS 6441 AT THE TOP OF CURB ON LOT LINE PROJECTIONS, UNLESS OTHERWISE NOTED.

2. ALL REAR CORNERS ARE TO BE REFERENCED WITH A 3/4" IRON PIPE AND CAP OR A NAIL AND TAG SET ON THE CORRESPONDING SIDE PROPERTY LINES ON A 2 FEET OFFSET AS TYPICALLY SHOWN BELOW, UNLESS OTHERWISE NOTED.



RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2025, AT _____ __M., IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, RECORDER'S SERIES NO. _____ AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

FEE: $_____ PAID

STEVE J. BESTOLARIDES
ASSESSOR/RECORDER/COUNTY CLERK

BY: _____
DEPUTY COUNTY RECORDER

JOB NO. 201068

SHEET 1 OF 16 SHEETS

TRACT NO. 4181
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 11 AND 12

BEING A SUBDIVISION OF NEW PARCEL B
PER DEED DOCUMENT 2024-003609
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 18, T. 3 S., R 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
APRIL 2025

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DRP SOLARIS MULTISTATE, A DELAWARE LIMITED LIABILITY COMPANY ON JANUARY 1, 2024. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY), THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2026, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 24th DAY OF August, 2025.

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

SCOTT A. SHORTLIDGE, P.L.S. NO. 6441

CITY ENGINEER'S STATEMENT

I, JONATHAN R. MITCHELL, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF TRACY, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4181, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGES 11 AND 12", CITY OF TRACY, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS 29th DAY OF APRIL, 2025.

REGISTERED PROFESSIONAL ENGINEER
JONATHAN R. MITCHELL
EXP. 3/31/26
No. 78864
CIVIL
STATE OF CALIFORNIA

JONATHAN R. MITCHELL, R.C.E. NO. 78864
CITY ENGINEER

SURVEYOR FOR THE CITY STATEMENT

I, DAVID W. ENKE, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4181, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGES 11 AND 12", CITY OF TRACY, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS 25TH DAY OF APRIL, 2025.

LICENSED LAND SURVEYOR
DAVID W. ENKE
No. 4071
STATE OF CALIFORNIA

DAVID W. ENKE, L.S. NO. 4071

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY DRP SOLARIS MULTISTATE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, C/O DW GENERAL PARTNER, LLC, 590 MADISON AVENUE, 13TH FLOOR, NEW YORK, NY 10022:

FOR THE PURPOSE OF PUBLIC STREET RIGHTS-OF-WAY:

"LINDEN AVENUE", "OLD LARKS LANE", "JONAH STREET", "CLAUDE WAY", "KISMET STREET", "BRAMBLE STREET", "PINECREST AVENUE", AND "HODDER AVENUE".

THE FOLLOWING REAL PROPERTY IS DEDICATED BY DRP SOLARIS MULTISTATE, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO THE CITY OF TRACY AS EASEMENTS FOR PUBLIC PURPOSES: "PUBLIC UTILITY EASEMENT" OR "PUE" AND ABUTTER'S RIGHTS.

THE CITY OF TRACY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE CITY OF TRACY MAKES A DETERMINATION PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436(a), 3(A)(i) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF PARTIES OWNING THE FOLLOWING INTERESTS, WHICH CANNOT RIPEN INTO A FEE, HAVE BEEN OMITTED:

1. SJCOG, INC. CONSERVATION EASEMENTS: 2012-091623 AND 2016-041345
2. STATE OF CALIFORNIA – ABUTTER'S EASEMENT RIGHTS: 2915 O.R. 621
3. TIDE WATER OIL COMPANY – PIPE LINE EASEMENT RIGHTS: 3079 O.R. 318 AND 3132 O.R. 674

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE _____ DAY OF _____, 2025, THE CITY COUNCIL OF THE CITY OF TRACY, CALIFORNIA PER COUNCIL RESOLUTION NO._____ APPROVED THIS FINAL MAP OF "TRACT NO. 4181, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGES 11 AND 12", CITY OF TRACY, CALIFORNIA, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, ACCEPTED ON BEHALF OF THE CITY THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE ONE-FOOT ACCESS RESERVE STRIPS, AND ACCEPTED ON BEHALF OF THE CITY THE RELINQUISHMENT TO THE CITY OF TRACY ALL ACCESS RIGHTS OF LOTS 1, 10, 85 AND 86 TO AND FROM PINECREST AVENUE, LOTS 12, 21, 22, 45, 46, 63, AND 64 TO AND FROM HODDER AVENUE, LOTS 54, 55, 72, 73 AND 98 TO AND FROM LINDEN AVENUE, LOTS 1, 21, 22 AND 33 TO AND FROM OLD LARKS AVENUE, LOTS 46, 54, 55 AND 63 TO AND FROM CLAUDE WAY, LOTS 10, 12, 64, 72, 73, 85, AND 99 TO AND FROM KISMET STREET, LOTS 86 AND 98 TO AND FROM BRAMBLE STREET, LOTS 99, 100, 101 AND 102 TO AND FROM STANEK AVENUE, LOTS 33 AND 34 TO AND FROM POND PLACE, ALL AS SHOWN ON THIS MAP, AND ACCEPTED THE OFFER OF DEDICATION OF ALL STREET RIGHTS-OF-WAY, SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON OF SAID STREET RIGHTS-OF-WAY, IN ACCORDANCE WITH TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

I HEREBY FURTHER STATE PURSUANT TO SECTION 66477.5 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA; THE LOCAL AGENCY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE LOCAL AGENCY MAKES A DETERMINATION PURSUANT TO SAID SECTION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, AS SPECIFIED IN SUBDIVISION (C) OF SAID SECTION.

DATED THIS _____ DAY OF _____, 2025.

_____
ADRIANNE RICHARSON, CITY CLERK
AND CLERK OF THE CITY COUNCIL

TRACT NO. 4181
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 11 AND 12

BEING A SUBDIVISION OF NEW PARCEL B
PER DEED DOCUMENT 2024-003609
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
APRIL 2025

SITE MAP

0 800 1600 2400
1 inch = 800 ft.

Line Table		
Line	Bearing	Distance
L1	N53°19'26"W	660.88'
L2	N56°06'02"W	501.22'
L3	N52°05'47"W	700.00'
L4	N50°03'03"W	700.45'
L5	N56°51'36"W	301.04'
L6	N52°05'47"W	1000.00'
L7	N49°48'21"W	500.40'
L8	N53°43'58"W	700.29'
L9	N52°05'47"W	1300.00'
L10	N50°11'14"W	600.33'
L11	N52°05'47"W	300.00'
L12	N53°14'32"W	1000.20'
L13	N52°05'47"W	2100.00'
L14	N48°16'56"W	300.67'
L15	N52°54'54"W	700.07'
L16	N46°00'54"W	497.16'
L17	N47°20'32"W	301.33'
L18	N35°37'15"W	201.48'
L19	N37°53'03"E	466.00'
L20	N47°29'28"W	54.93'
L21	N14°23'23"W	729.52'
L22	N22°25'05"E	50.07'
L23	N67°34'55"W	91.49'
L24	N53°52'01"W	918.37'
L25	N19°27'10"W	85.89'

Line Table		
Line	Bearing	Distance
L26	N86°30'03"E	46.95'
L27	N26°02'37"W	364.68'
L28	N28°16'00"W	415.82'
L29	N37°55'00"W	356.76'
L30	N41°08'50"W	347.13'
L31	N44°08'49"W	62.07'
L32	N37°53'03"E	182.06'
L33	N24°46'15"W	435.91'
L34	N0°46'52"W	53.79'
L35	N5°22'35"E	382.86'
L36	N9°49'55"E	214.10'
L37	N3°22'45"E	395.20'
L38	N19°38'09"W	2750.87'
L39	NOT USED	
L40	N24°55'34"E	584.76'

Curve Table			
Curve	Radius	Delta	Length
C1	453.50'	34°14'22"	271.01'
C2	921.00'	67°18'29"	1081.94'

Line Table		
Line	Bearing	Distance
L41	N52°45'16"E	351.21'
L42	N59°11'07"E	320.22'
L43	N45°20'57"E	3.98'
L44	N38°54'59"E	412.05'
L45	N39°06'11"E	369.49'
L46	N74°42'18"E	107.80'
L47	N45°20'57"E	332.71'
L48	N23°35'09"E	217.62'
L49	N26°13'48"E	245.35'
L50	N31°42'56"E	169.52'
L51	N43°45'21"E	41.54'
L52	N28°32'10"E	122.18'
L53	N45°20'27"E	961.87'
L54	N17°14'59"W	259.79'
L55	N41°52'32"E	55.73'
L77	N38°47'42"E	106.64'
L78	N51°12'18"W	4034.99'
L79	N10°40'59"W	293.96'
L80	N72°57'45"W	464.35'
L81	N78°35'30"W	261.49'
L82	N73°29'44"W	210.75'
L83	N80°05'25"E	222.48'
L84	N17°43'06"W	252.76'
L85	N15°25'05"E	144.97'
L86	N16°17'49"W	107.32'
L87	N53°28'10"W	77.09'
L88	N32°20'29"W	120.34'

Line Table		
Line	Bearing	Distance
L81	N78°35'30"W	261.49'
L82	N73°29'44"W	210.75'
L83	N80°05'25"E	222.48'
L84	N17°43'06"W	252.76'
L85	N15°25'05"E	144.97'
L86	N16°17'49"W	107.32'
L87	N53°28'10"W	77.09'
L88	N32°20'29"W	120.34'
L89	N8°22'12"W	196.02'
L90	N10°59'55"E	175.33'
L91	N20°34'58"E	170.92'
L92	N7°48'28"E	336.20'
L93	N0°09'49"E	144.59'
L94	N8°00'19"W	330.77'
L95	N3°33'57"E	523.83'
L96	N54°38'01"W	83.61'
L97	N43°40'49"E	758.85'
L98	N36°40'34"E	99.99'

GRID NOTE:

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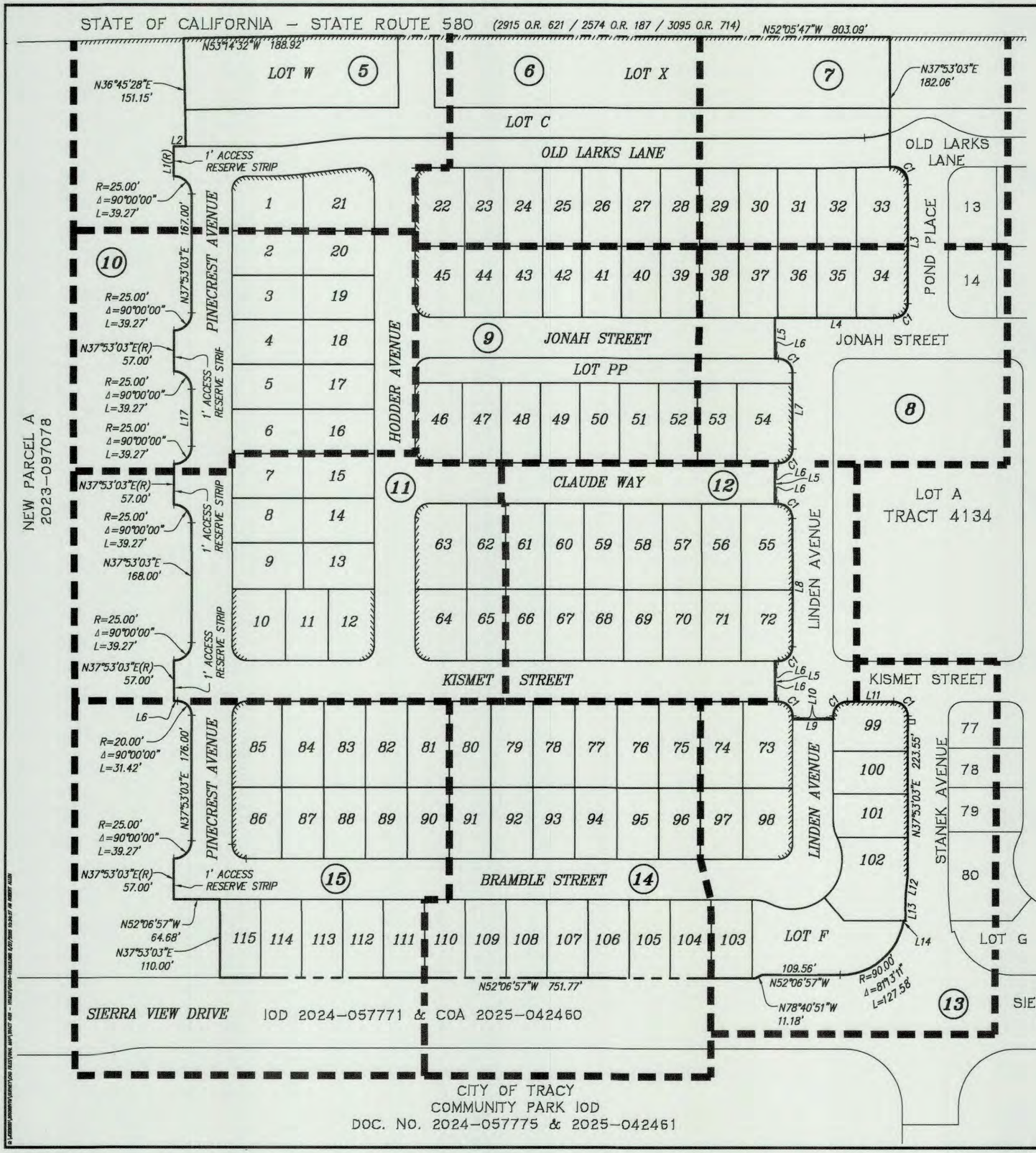
LEGEND

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- LOT LINE
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- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
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◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
o	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M-M)	MONUMENT TO MONUMENT
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(8) TRACT 4133 44 M&P 105
(9) TRACT 4134 44 M&P 107
(10) ROADWAY DEDICATION - 2024-057771



Line Table		
Line	Bearing	Length
L1	N37°53'03"E	41.50'
L2	N52°06'57"W	17.00'
L3	N37°53'03"E	172.00'
L4	N52°06'57"W	167.00'
L5	N37°53'03"E	57.00'
L6	N52°06'57"W	5.00'
L7	N37°53'03"E	107.00'
L8	N37°53'03"E	180.00'
L9	N52°06'57"W	57.00'
L10	N37°53'03"E	5.00'
L11	N52°06'57"W	65.00'
L12	N43°34'46"E	25.13'
L13	N39°17'06"E	38.19'
L14	N52°06'57"W	2.63'

Curve Table			
Curve	Radius	Delta	Length
C1	20.00'	90°00'00"	31.42'

BOUNDARY MAP

AREA WITHIN TRACT MAP BOUNDARY LINE = 28.26±ACRES
AREA OF LOTS 1–115 = 17.08±ACRES
AREA OF STREETS = 9.59±ACRES

SHEET COVERAGE

(5) SHEET NUMBER

0 100 200 300

1 inch = 100 ft.

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LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M–M)	MONUMENT TO MONUMENT
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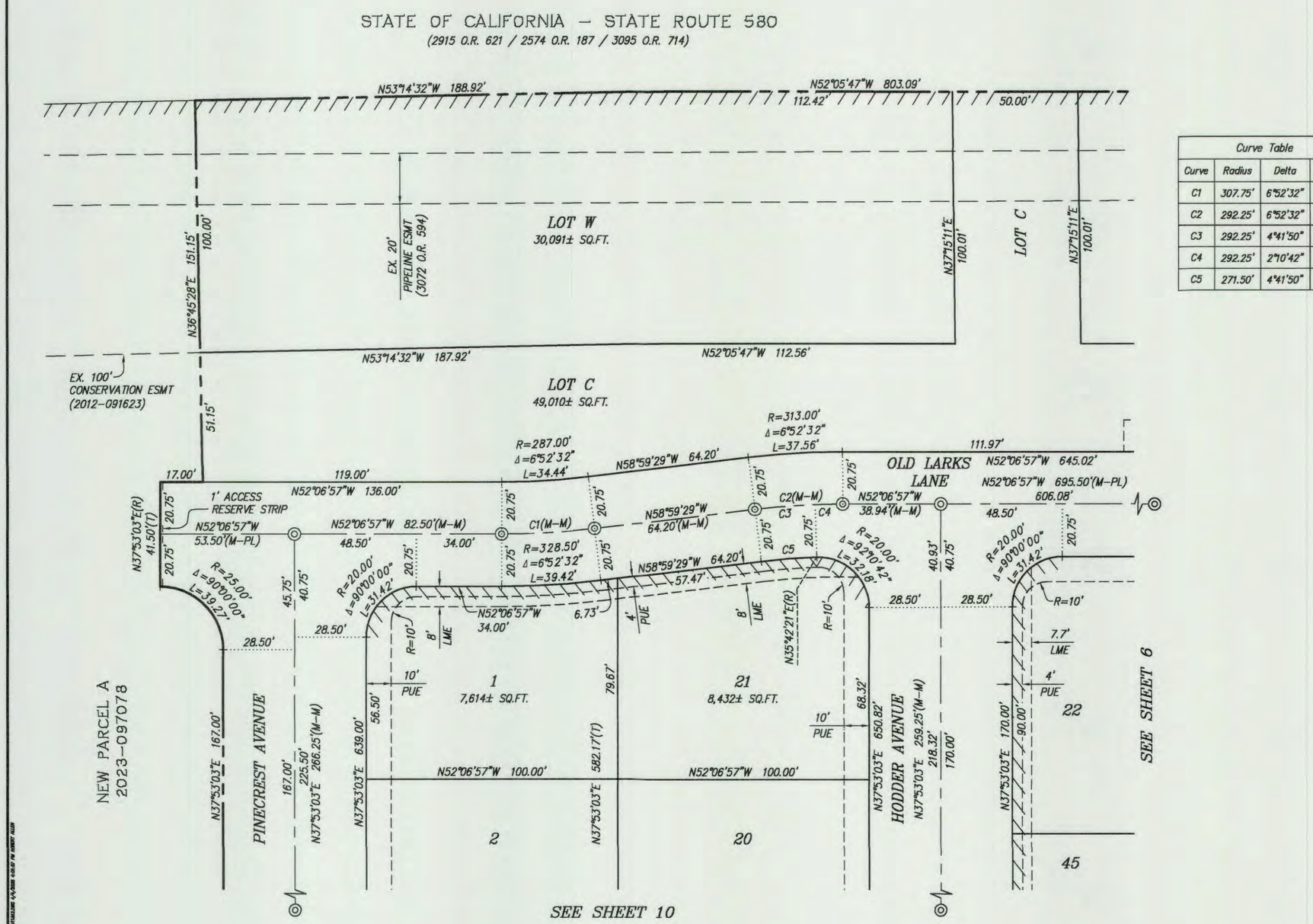
TRACY HILLS VILLAGES 11 AND 12

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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
APRIL 2025

JOB NO. 201068



Curve Table			
Curve	Radius	Delta	Length
C1	307.75'	6°52'32"	36.93'
C2	292.25'	6°52'32"	35.07'
C3	292.25'	4°41'50"	23.96'
C4	292.25'	2°10'42"	11.11'
C5	271.50'	4°41'50"	22.26'

REFERENCES:

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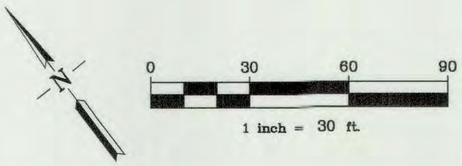
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LEGEND

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———	LOT LINE
— — —	EXISTING EASEMENT LINE
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·····	MONUMENT TIE LINE
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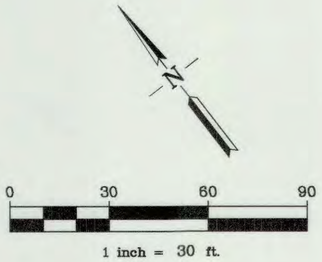
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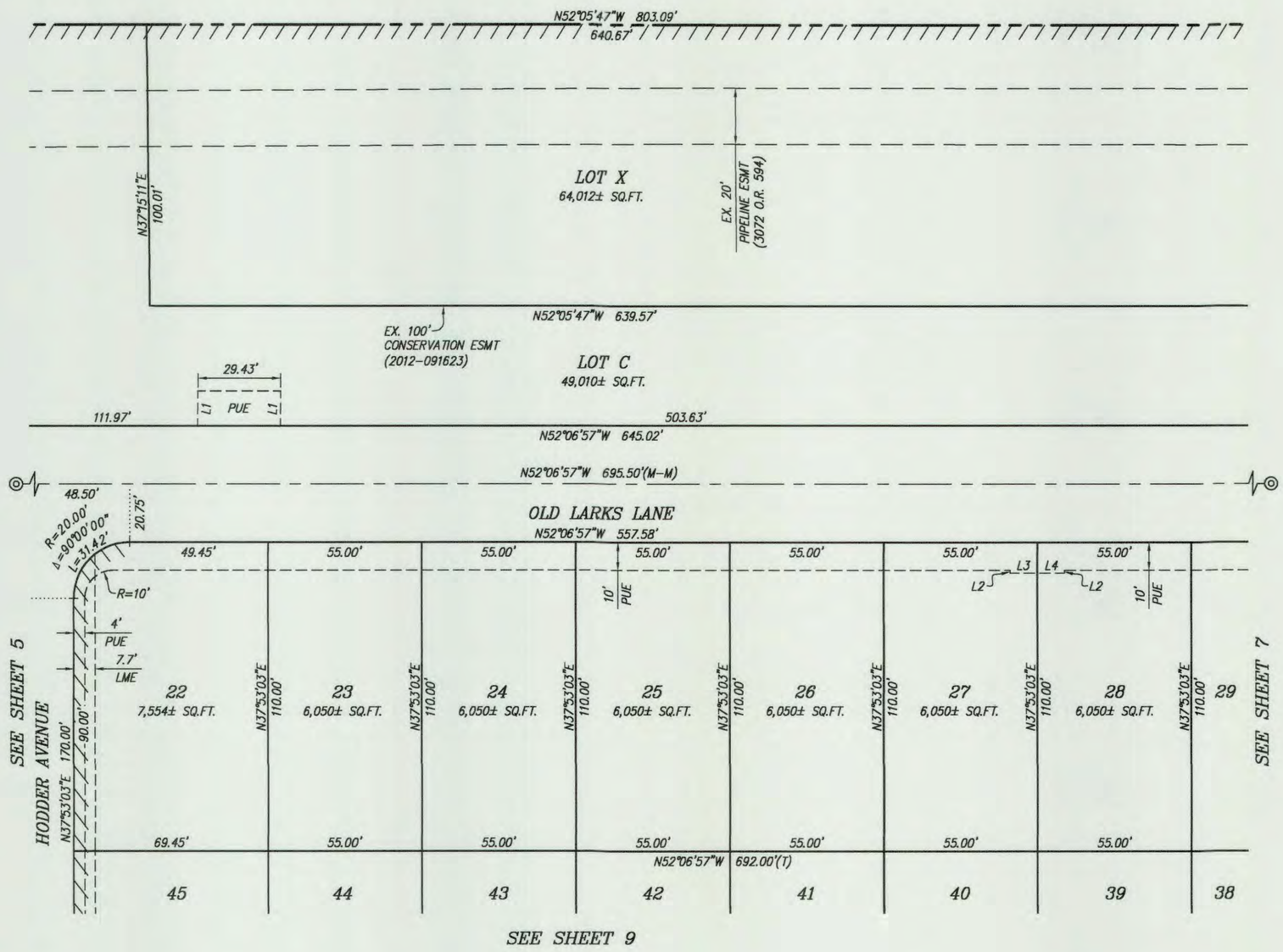
CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
APRIL 2025

JOB NO. 201068

Line Table		
Line	Bearing	Length
L1	N37°53'03"E	12.50'
L2	N37°53'03"E	1.00'
L3	N52°06'57"W	9.80'
L4	N52°06'57"W	9.70'





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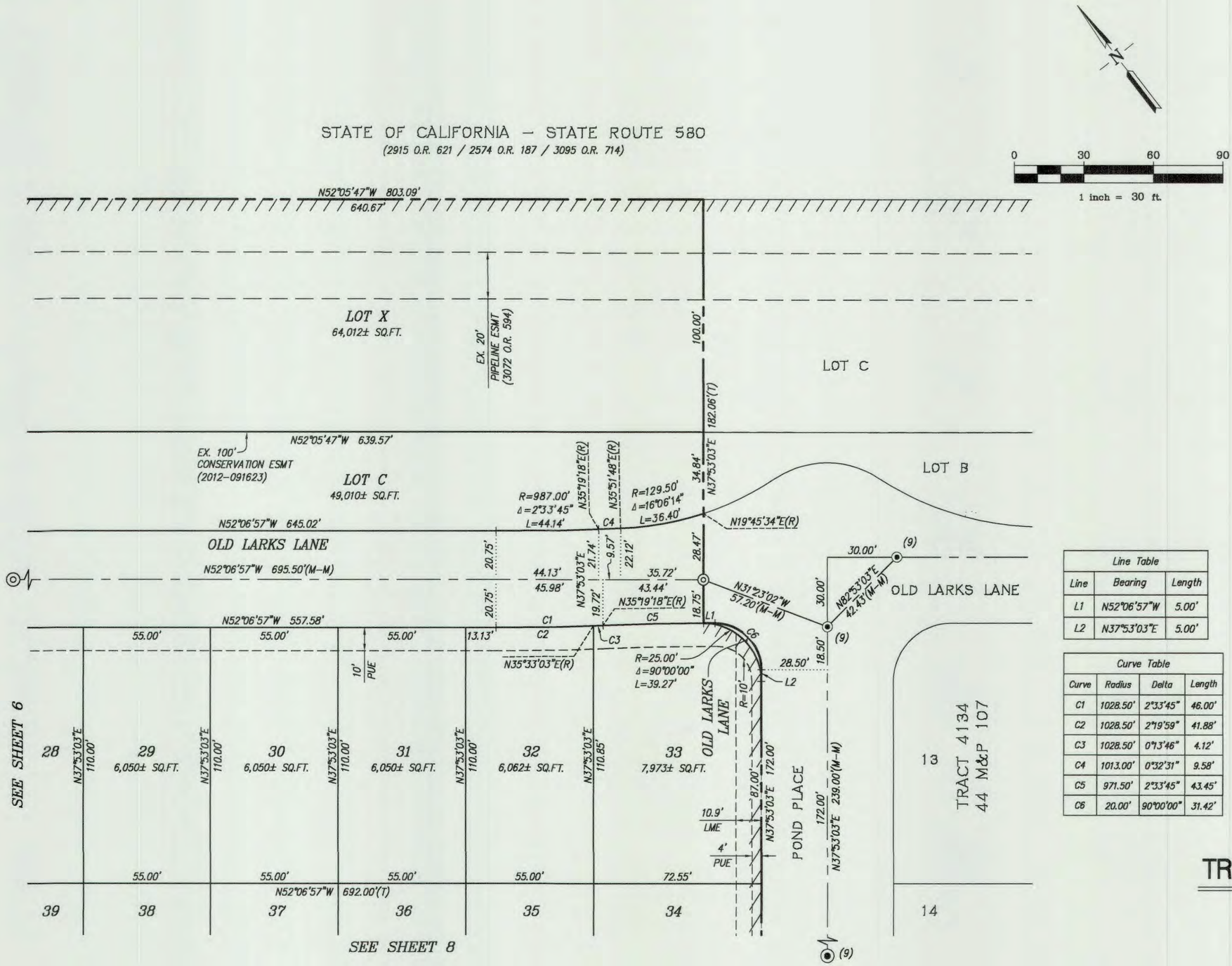
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RUGGERI–JENSEN–AZAR
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PLEASANTON, CALIFORNIA
APRIL 2025

JOB NO. 201068



Line Table		
Line	Bearing	Length
L1	N52°06'57"W	5.00'
L2	N37°53'03"E	5.00'

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C1	1028.50'	2°33'45"	46.00'
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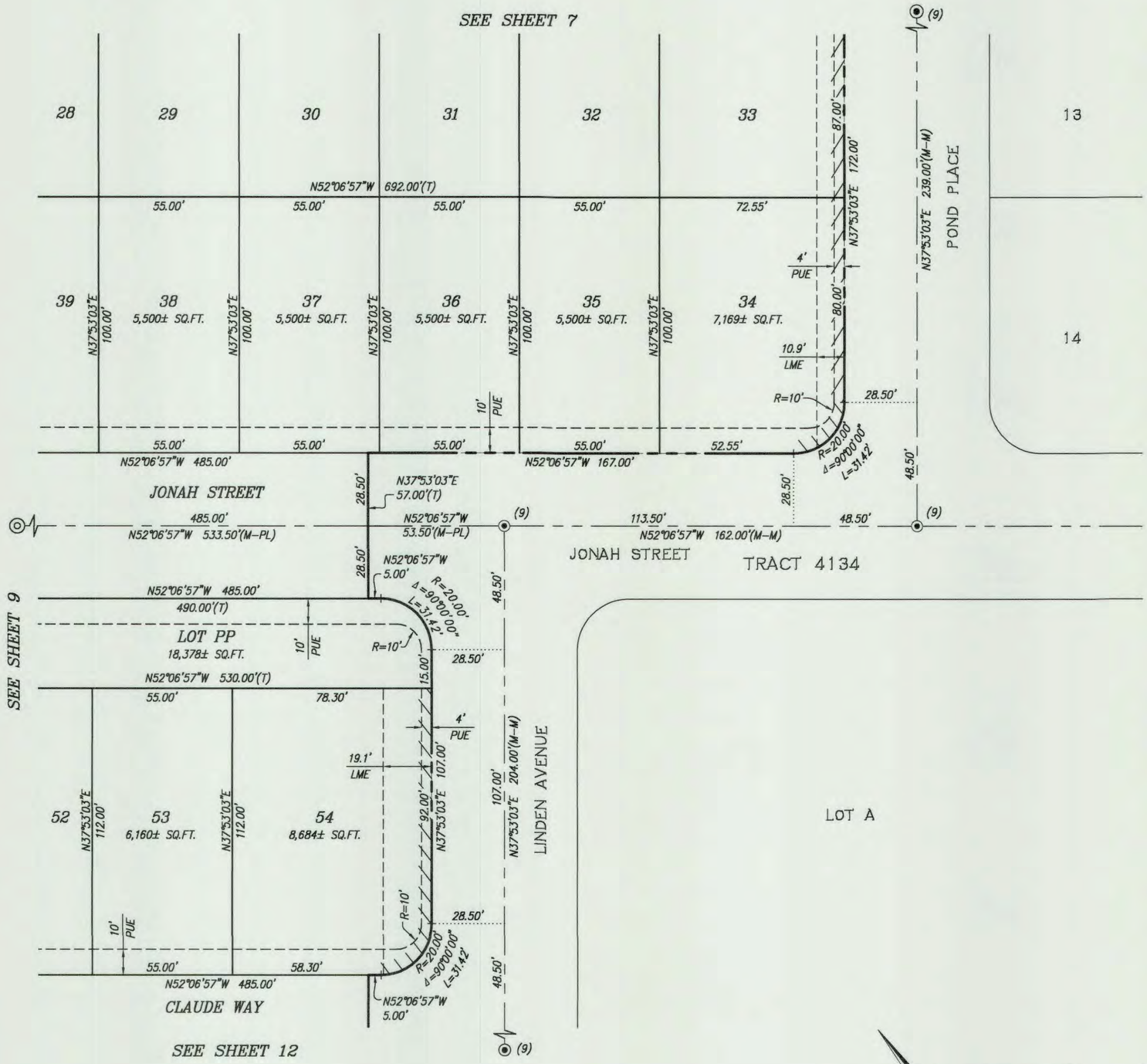
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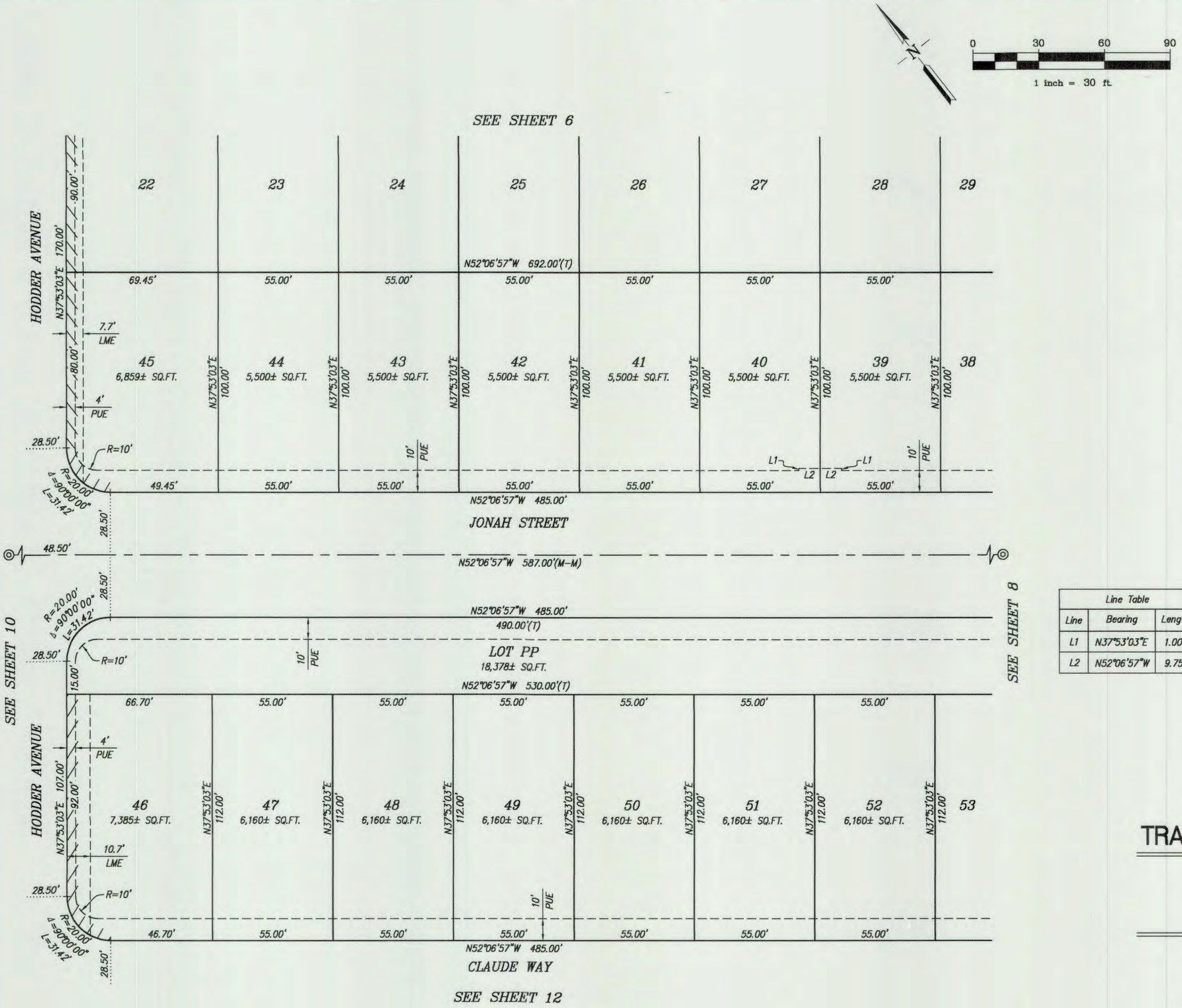
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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
APRIL 2025

JOB NO. 201068



0 30 60 90

1 inch = 30 ft.

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) GRANT DEED, 2013-015451
(4) GRANT DEEDS, 2012-167580, 2012-167581, & 2005-249673
(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) TRACT 4133 44 M&P 105
(9) TRACT 4134 44 M&P 107
(10) ROADWAY DEDICATION – 2024-057771

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- ◉ FOUND MONUMENT AS NOTED
- ◎ SET STANDARD MONUMENT, STAMPED LS 6441
- ○ SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441

LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M-M)	MONUMENT TO MONUMENT
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(R)	RADIAL
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O.R.	OFFICIAL RECORDS
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I.O.D	IRREVOCABLE OFFER OF DEDICATION

Line Table		
Line	Bearing	Length
L1	N37°53'03"E	1.00'
L2	N52°06'57"W	9.75'

TRACT NO. 4181
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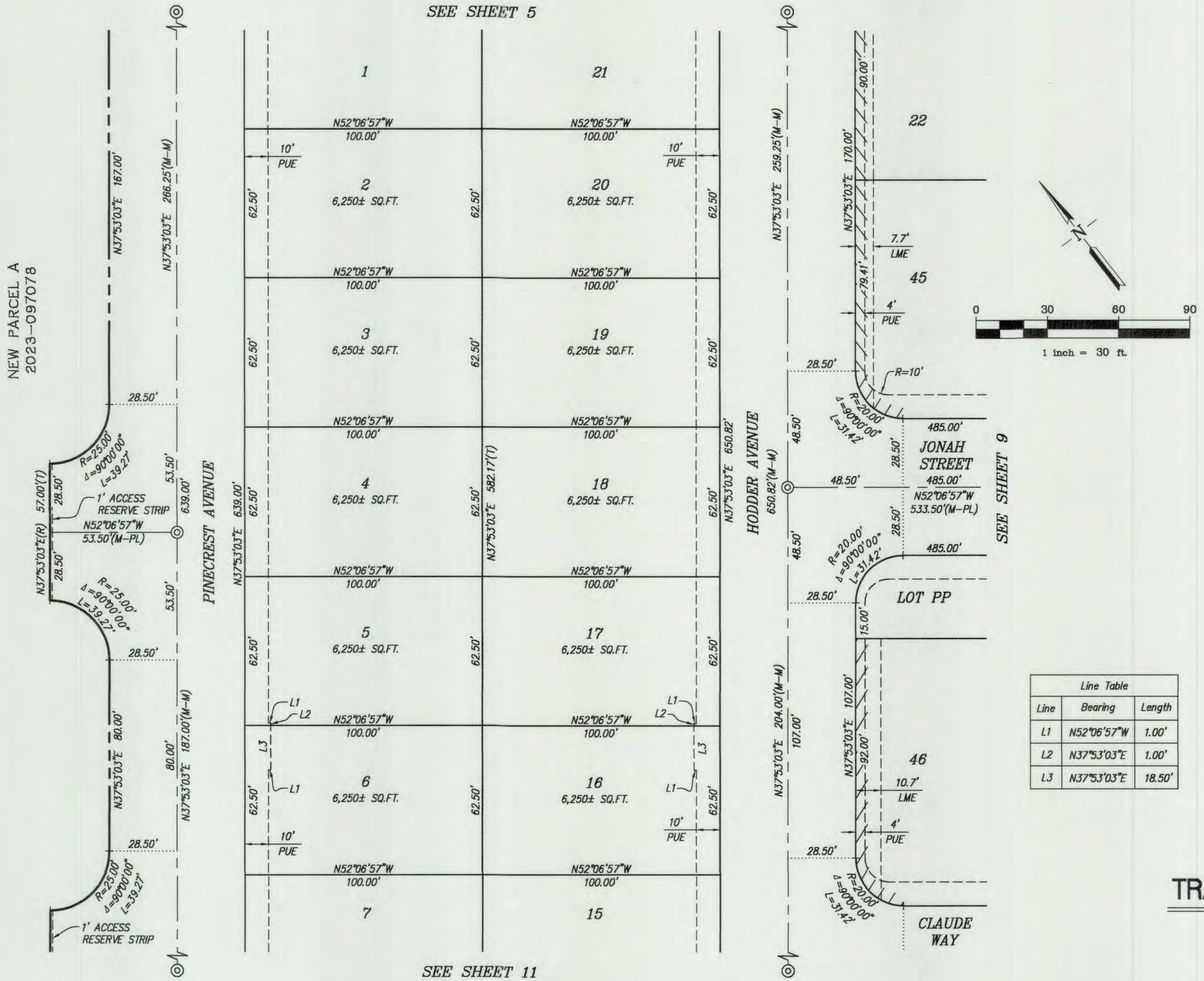
TRACY HILLS VILLAGES 11 AND 12

BEING A SUBDIVISION OF NEW PARCEL B
PER DEED DOCUMENT 2024-003609
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BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

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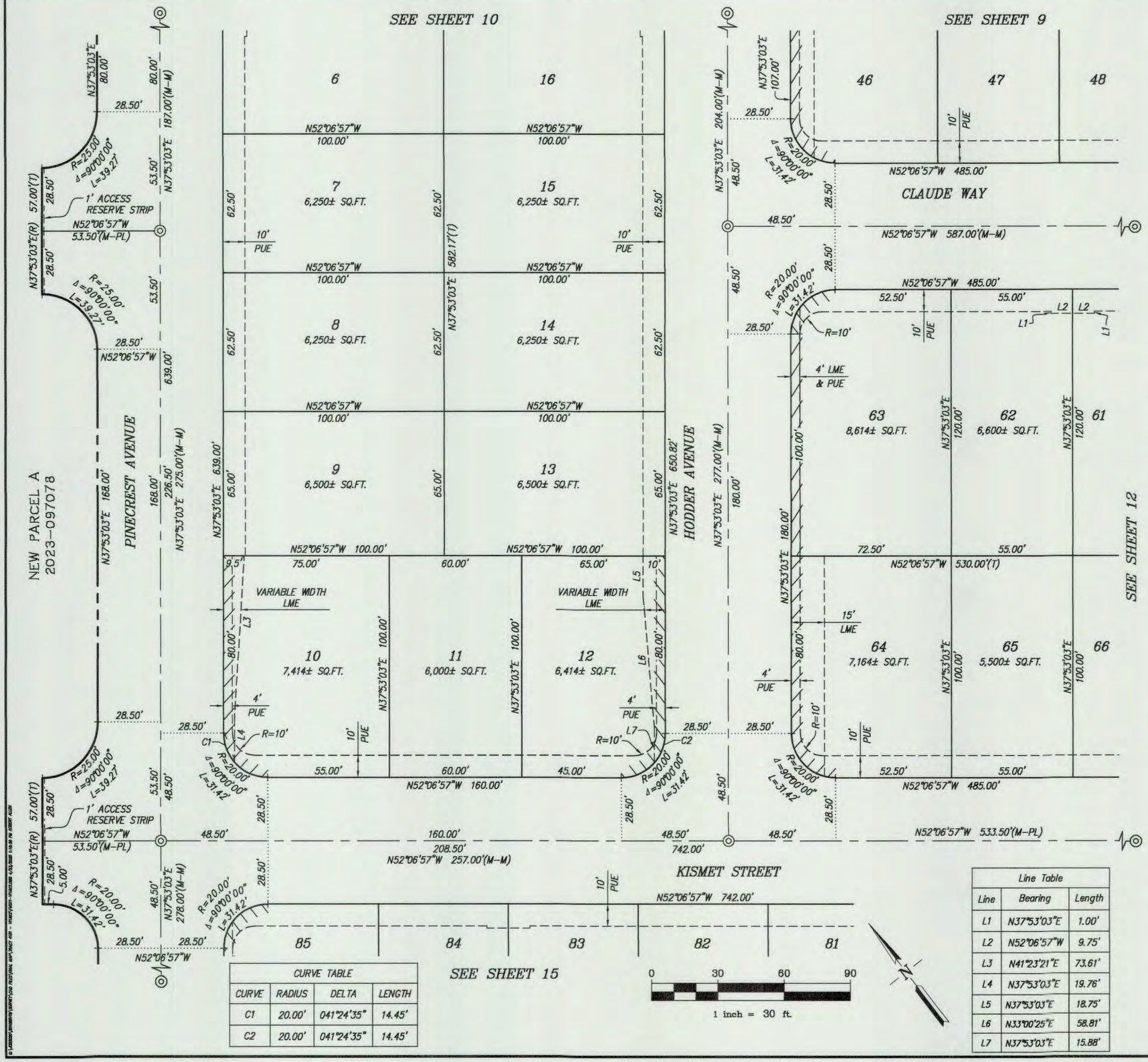
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CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	20.00'	041°24'35"	14.45'
C2	20.00'	041°24'35"	14.45'

Line Table		
Line	Bearing	Length
L1	N37°53'03"E	1.00'
L2	N52°06'57"W	9.75'
L3	N41°23'21"E	73.61'
L4	N37°53'03"E	19.76'
L5	N37°53'03"E	18.75'
L6	N33°00'25"E	58.81'
L7	N37°53'03"E	15.88'

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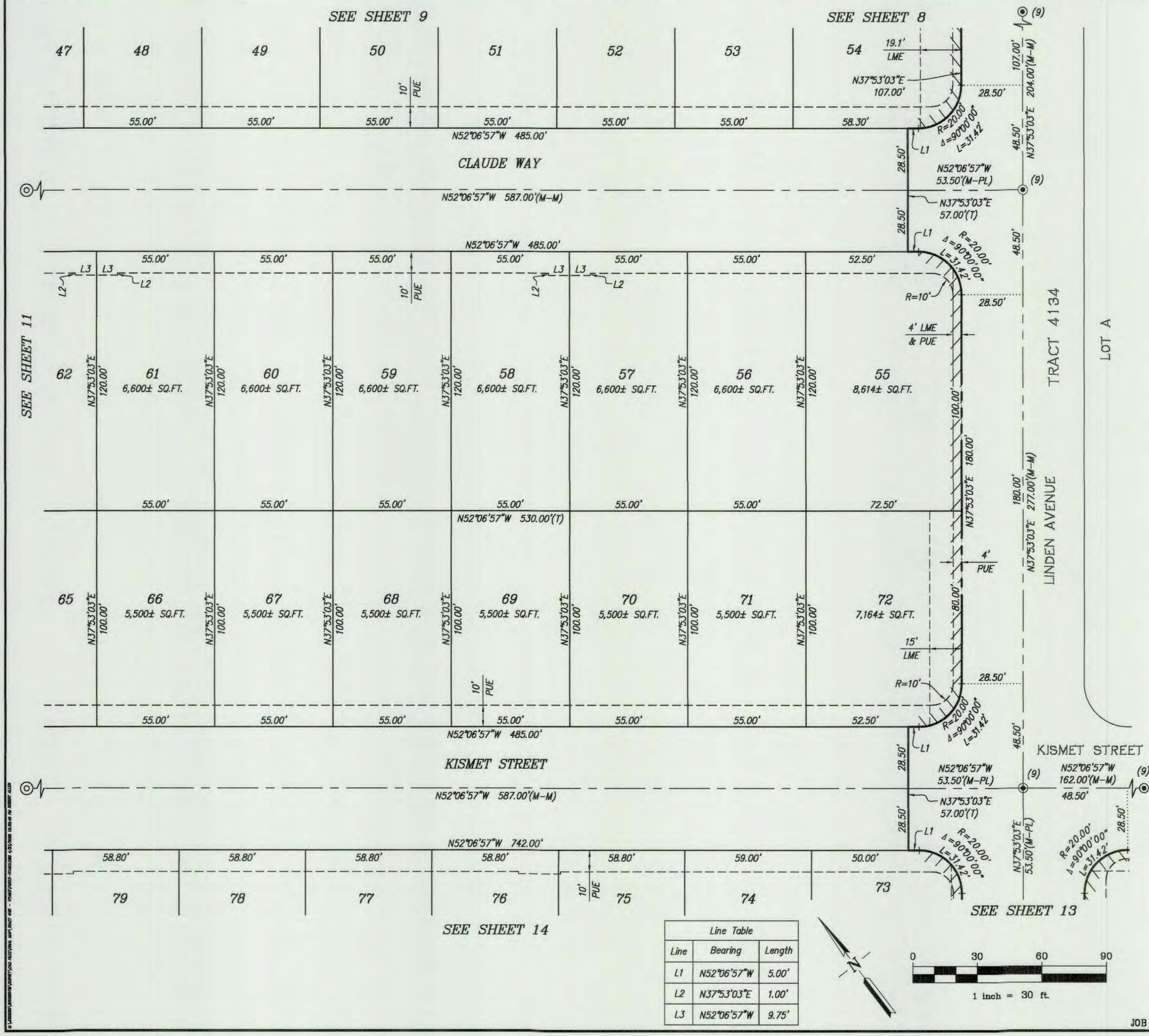
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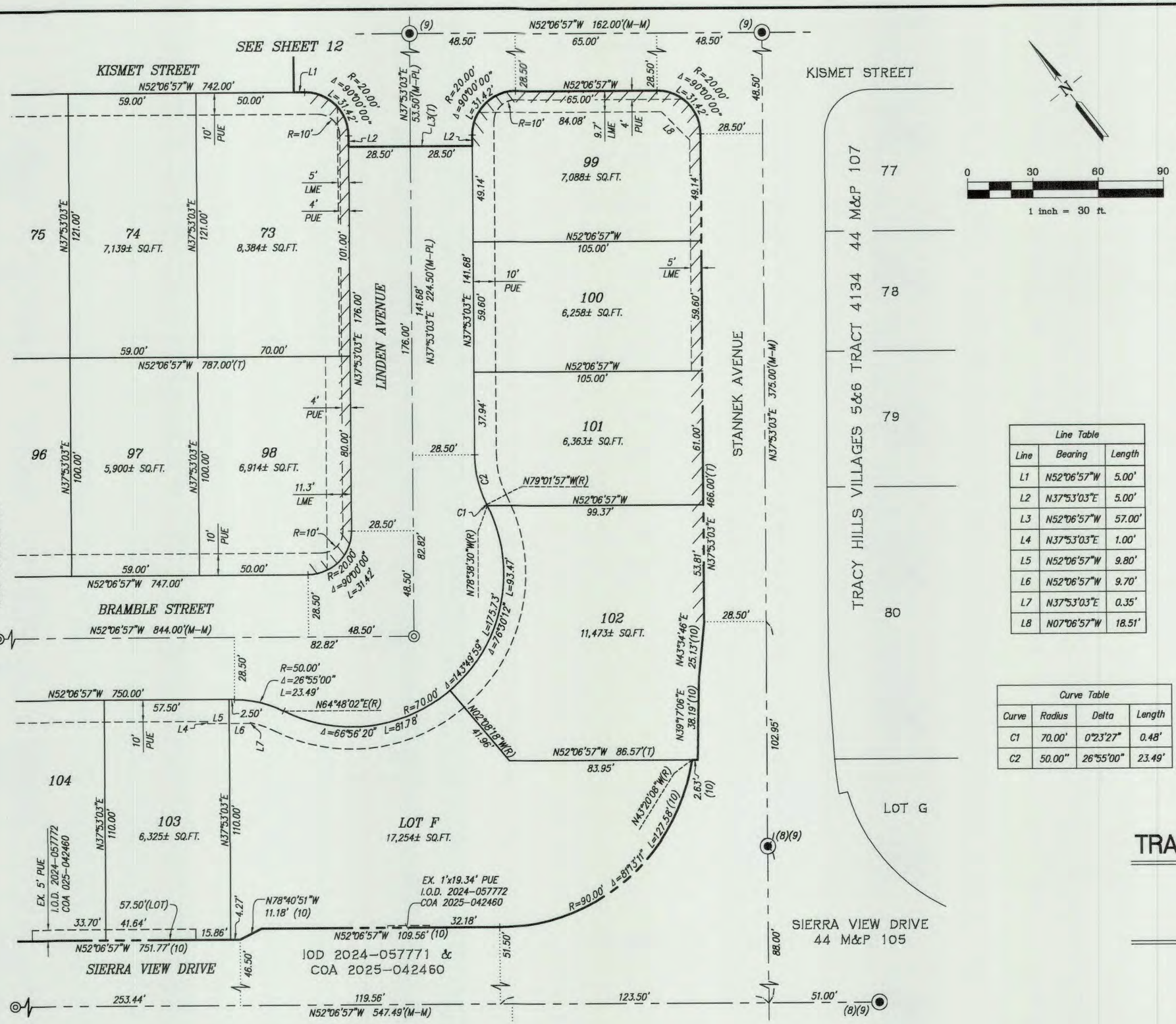
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L3	N52°06'57"W	57.00'
L4	N37°53'03"E	1.00'
L5	N52°06'57"W	9.80'
L6	N52°06'57"W	9.70'
L7	N37°53'03"E	0.35'
L8	N07°06'57"W	18.51'

Curve Table			
Curve	Radius	Delta	Length
C1	70.00'	0°23'27"	0.48'
C2	50.00''	26°55'00"	23.49'

LEGEND

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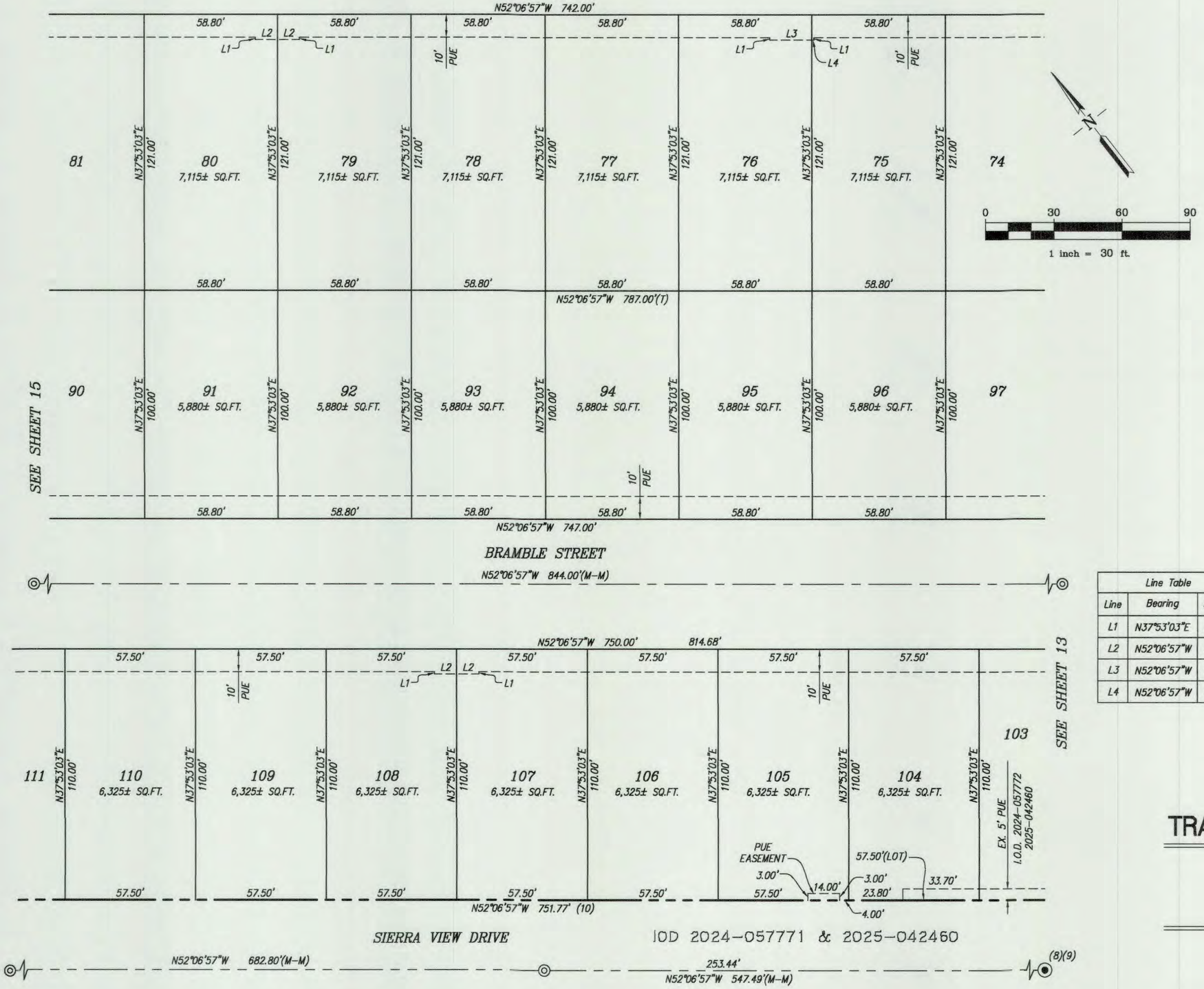
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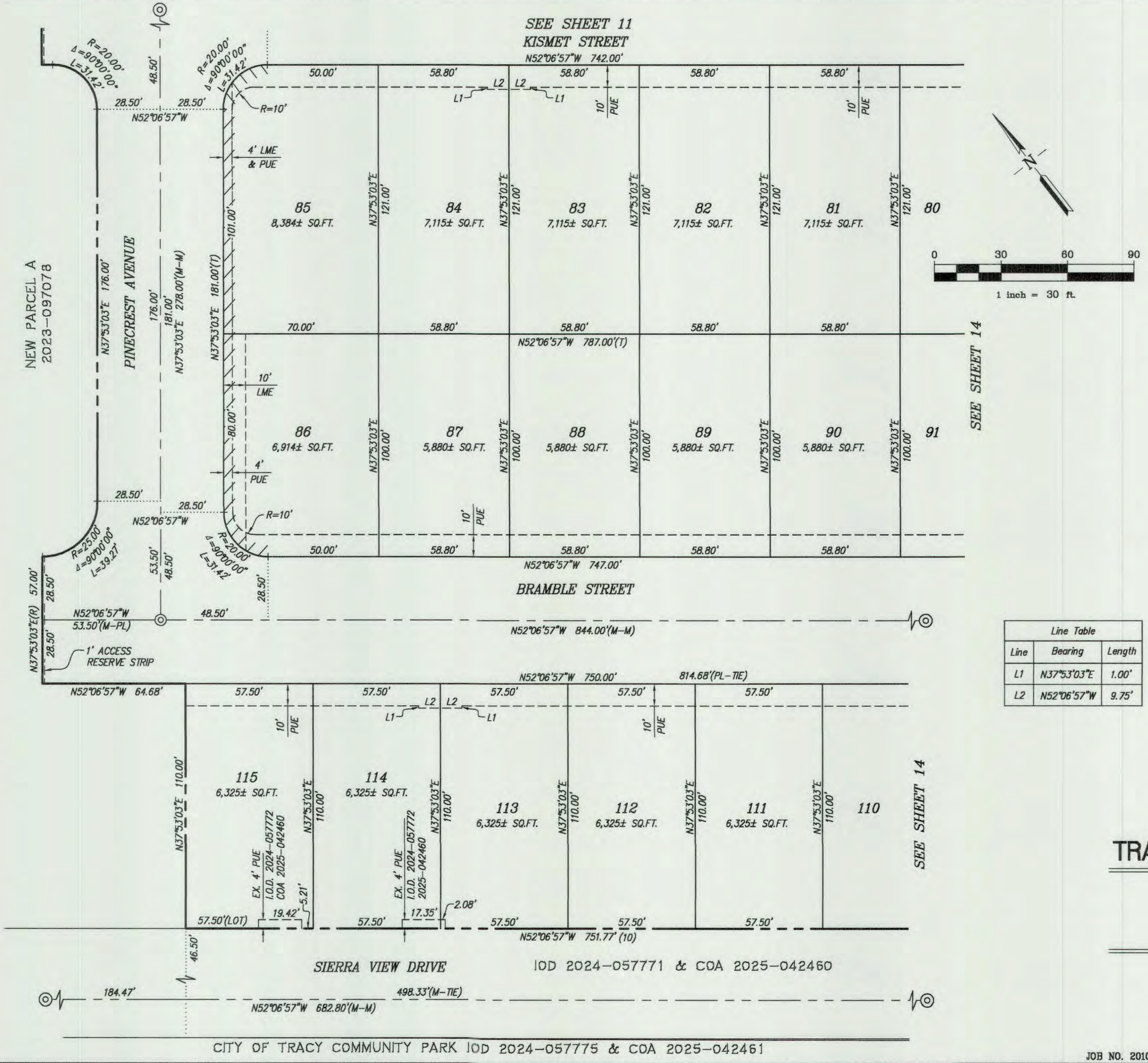
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BEING A SUBDIVISION OF NEW PARCEL B
PER DEED DOCUMENT 2024-003609
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

APRIL 2025

TRACT NO. 4181
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 11 AND 12

BEING A SUBDIVISION OF NEW PARCEL B
PER DEED DOCUMENT 2024-003609
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
APRIL 2025

ADDITIONAL INFORMATION SHEET

ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES AND NOT INTENDED TO AFFECT RECORD TITLE INTEREST PER STATE OF CALIFORNIA GOVERNMENT CODE SECTION 66434.2 (THE SUBDIVISION MAP ACT):

NOTES:

1. APPROVAL OF THIS FINAL TRACT MAP IS SUBJECT TO THE VESTING TENTATIVE MAP (APPLICATION NUMBER TSM20-0003) CONDITIONS OF APPROVAL DATED OCTOBER 19, 2021.

2. THE AREAS DESIGNATED AS "LANDSCAPE MAINTENANCE EASEMENT" OR "LME" ARE FOR LANDSCAPING PURPOSES AND SHOWN HEREON FOR REFERENCE. THE LME'S ARE CREATED BY THE CONDITIONS, COVENANTS, AND RESTRICTIONS (CC&R'S) GOVERNING THIS FINAL MAP.

3. IT IS THE INTENT OF THE OWNER, THE VESTING TENTATIVE MAP, AND CONDITION OF APPROVAL THAT THESE PARCELS (LOT "C", LOT "F", LOT "W", LOT "X", AND LOT "PP") BE OWNED BY THE HOME OWNERS ASSOCIATION THAT GOVERNS THIS FINAL MAP.

TRACT NO. 4182
SUBDMSIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 13

BEING A SUBDMSION OF THE DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4181 - TRACY HILIB VILLAGES 11 & 12
PER BOOK _ OF MAPS AND PLATS AT PAGE __
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CAIJFORNIA
JULY 2025

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DRP SOLARIS MULTISTATIE, LLC, A DELAWARE LIMITED PARTNERSHIP ON JANUARY 1, 2022. I HEREBY STATIE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY), THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATIED OR THAT THEY 'MLL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2026, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATIED THIS .fi:?I DAY OF _J(J-1_,__ 2025.

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

SCOTT A. SHORTLIDGE, P.L.S. NO. 6441

CITY ENGINEER'S STATEMENT

I, EVEN MARCELO, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF TRACY, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4182, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 13", CITY OF TRACY, CALIFORNIA AND TIHAT TIHE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TIENTATIVE MAP, AND ANY APPROVED ALTIERATIONS THEREOF. I FURTHER STATIE THAT THIS FINAL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLES 10 AND 12 OF TIHE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT TIHE TIME OF APPROVAL OF THE TIENTATIVE MAP.

DATED THIS 2-t:/ AY OF __ J_v_0/- - - - 2025.

REGISTERED PROFESSIONAL ENGINEER
EVEN MARCELO
No. 79959
CIVIL
STATE OF CALIFORNIA

EVEN MARCELO, R.C.E. NO. 79959
CITY ENGINEER

SURVEYOR_FOB_JHE_CITY_STATEMENT

I, DAVID W. ENKE. HEREBY STATIE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4182, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 13", CITY OF TRACY, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES 'MTH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TIECHNICALLY CORRECT.

DATIED THIS 1,4 AY OF July, 2025.

LICENSED LAND SURVEYOR
DAVID W. ENKE
No. 4071
STATE OF CALIFORNIA

DAVID W. ENKE, L.S. NO. 4071

CERTIFICATE_OF_DEDICATION.

THE FOLLOWING REAL PROPERTY IS DEDICATIED BY DRP SOLARIS MULTISTATIE, LLC, A DELAWARE LIMITIED LIABILITY COMPANY, C/0 DW GENERAL PARTNER, LLC, 590 MADISON AVENUE, 13TIH FLOOR, NEW YORK, NY 10022:

FOR THE PURPOSE OF PUBLIC STREET RIGHTS-OF-WAY:

"HILLWOOD AVENUE", "KIMBER AVENUE", "DRUMMOND WAY-, "SCRIVEN DRIVE", "CORNFLOWER LANE", "VANGUARD AVENUE", AND "GRAPEVINE STREEr'.

THE FOLLOWING REAL PROPERTY IS DEDICATIED BY AG EHC 11(LEN) CA 1, L.P., A DELAWARE LIMITIED PARTNERSHIP TO THE CITY OF TRACY AS EASEMENTS FOR PUBLIC PURPOSES: "PUBLIC UTILITY EASEMENT" OR "PUE", "STORM DRAIN EASEMENT' OR "SDE", "SANITARY SEWER EASEMENT" OR "SSE" AND ABUTTER'S RIGHTS.

THE CITY OF TRACY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE CITY OF TRACY MAKES A DETIERMINATION PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR TIHE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

SIGNATURE_OMISSIONS:.

PURSUANT TO SECTION 66436(a), 3(A)(i) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF PARTIES OWNING THE FOLLOWING INTIERESTS, WHICH CANNOT RIPEN INTO A FEE, HAVE BEEN OMITTIED:

NO AFFECTING EASEMENTS

CITY CLERK'S_STATEMENT

THIS IS TO STATIE THAT AT ITS REGULARLY HELD MEETING ON THE ___ DAY OF _____ 2025',

THE CITY COUNCIL OF THE CITY OF TRACY, CALIFORNIA PER COUNCIL RESOLUTION NO._____ APPROVED THIS FINAL MAP OF "TRACT NO. 4182, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 13", CITY OF TRACY, CALIFORNIA, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE. THE OFFER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, ACCEPTED ON BEHALF OF THE CITY OF THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE ONE-FOOT ACCESS RESERVE STRIPS, AND ACCEPTIED ON BEHALF OF THE aTY THE RELIQUISMENT TO THE CITY OF TRACY ALL ACCESS RIGHTS OF LOTS 1, 2, 3, 4, 45, 46, 47, 48, 49, 50, 51 TO AND FROM STANEK AVENUE, LOTS 46, 81, 82 TO AND FROM GRAPEVINE STREET, LOTS 122, 106, 105, 88 TO AND FROM KIMBER AVENUE, LOTS 62, 63, 96, 97, 114, 115 TO AND FROM VANGUARD AVENUE, LOTS 52, 75 TO AND FROM HILLWOOD AVENUE, LOTS 1, 51, 76, 87 TO AND FROM SCRIVEN DRIVE), ALL AS SHOWN ON THIS MAP, AND ACCEPTIED THE OFFER OF DEDICATION OF ALL STREET RIGHTS-OF-WAY, SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON OF SAID STREET RIGHTS-OF- WAY, IN ACCORDANCE WITH TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLIE AT THE TIME OF APPROVAL OF THE TIENTATIVE MAP.

I HEREBY FURTHER STATIE PURSUANT TO SECTION 66477.5 OF THE GOVERNMENT CODE OF THE STATIE OF CALIFORNIA; THE LOCAL AGENCY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE LOCAL AGENCY MAKES A DETIERMINATION PURSUANT TO SAID SECTION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATIED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, AS SPECIFIED IN SUBDIVISION (C) OF SAID SECTION.

DATIED THIS __ DAY OF--------, 2025.

APRIL QUINTANILLA, CITY CLERK
AND CLERK OF THE CITY COUNCIL

TRACT NO. 4182
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 13

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4181 – TRACY HILLS VILLAGES 11 & 12
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JULY 2025

SITE MAP

0 800 1600 2400
1 inch = 800 ft.

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- ◉ FOUND MONUMENT AS NOTED
- ◎ SET STANDARD MONUMENT, STAMPED LS 6441
- ○ SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441

EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M–M)	MONUMENT TO MONUMENT
(M–ML)	MONUMENT TO MONUMENT LINE
(M–PL)	MONUMENT TO PROPERTY LINE
(TIE–PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED
I.O.D	IRREVOCABLE OFFER OF DEDICATION
C.O.A.	CERTIFICATE OF ACCEPTANCE

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) GRANT DEED, 2013–015451
(4) GRANT DEEDS, 2012–167580, 2012–167581, & 2005–249673
(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) TRACT 4133 44 M&P 105
(9) TRACT 4134 44 M&P 107

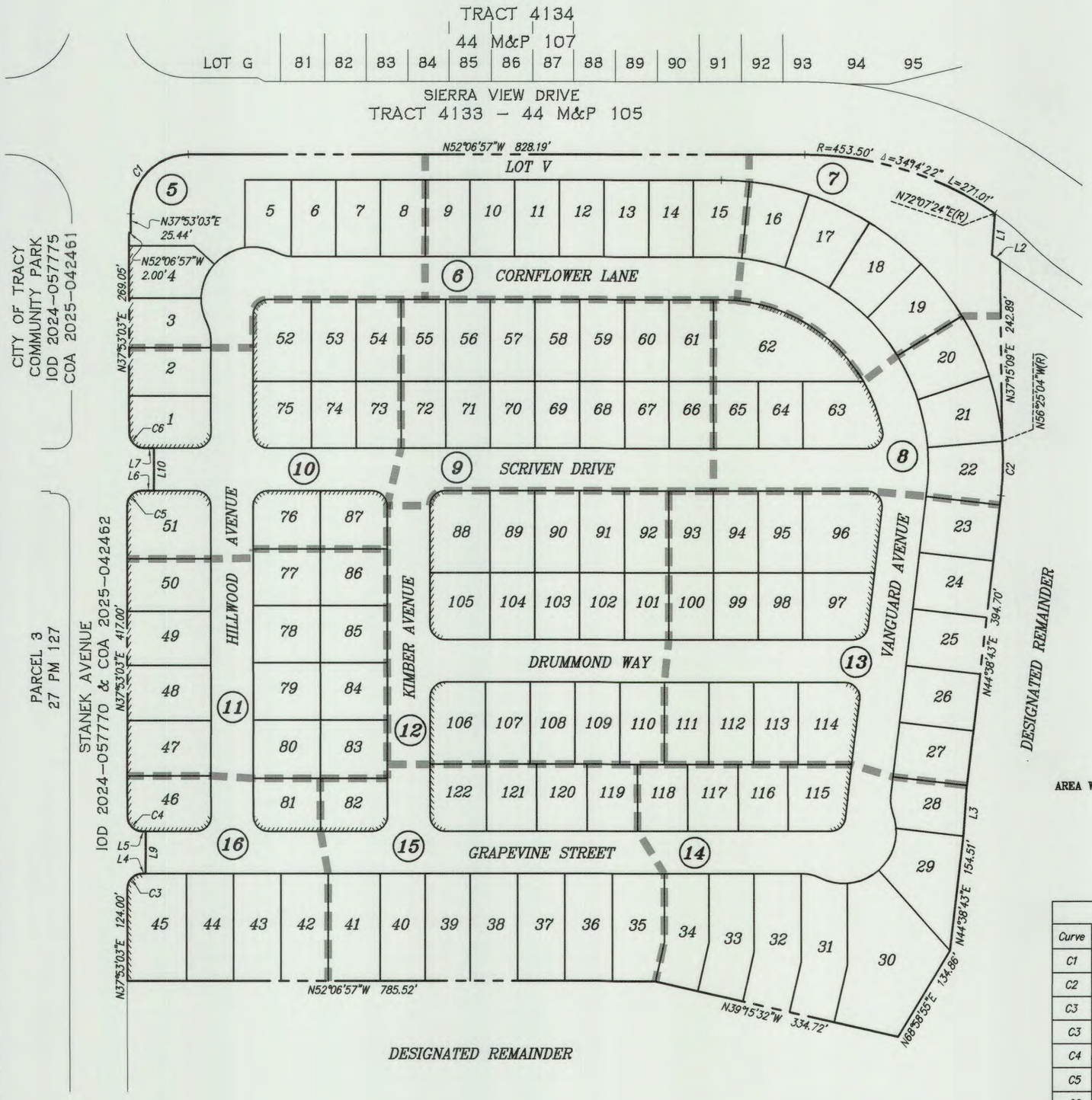
Line Table		
Line	Bearing	Distance
L1	N53°19'26"W	660.88'
L2	N56°06'02"W	501.22'
L3	N52°05'47"W	700.00'
L4	N50°03'03"W	700.45'
L5	N56°51'36"W	301.04'
L6	N52°05'47"W	1000.00'
L7	N49°48'21"W	500.40'
L8	N53°43'58"W	700.29'
L9	N52°05'47"W	1300.00'
L10	N50°11'14"W	600.33'
L11	N52°05'47"W	300.00'
L12	N53°14'32"W	1000.20'
L13	N52°05'47"W	2100.00'
L14	N48°16'56"W	300.67'
L15	N52°54'54"W	700.07'
L16	N46°00'54"W	497.16'
L17	N47°20'32"W	301.33'
L18	N35°37'15"W	201.48'
L19	N37°53'03"E	466.00'
L20	N47°29'28"W	54.93'
L21	N14°23'23"W	729.52'
L22	N22°25'05"E	50.07'
L23	N67°34'55"W	91.49'
L24	N53°52'01"W	918.37'
L25	N19°27'10"W	85.89'

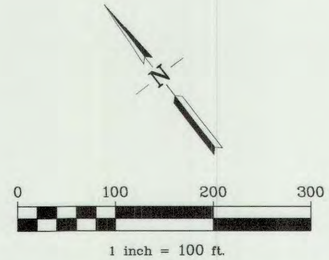
Line Table		
Line	Bearing	Distance
L26	N86°30'03"E	46.95'
L27	N26°02'37"W	364.68'
L28	N28°16'00"W	415.82'
L29	N37°55'00"W	356.76'
L30	N41°08'50"W	347.13'
L31	N44°08'49"W	62.07'
L32	N37°53'03"E	182.06'
L33	N24°46'15"W	435.91'
L34	N0°46'52"W	53.79'
L35	N5°22'35"E	382.86'
L36	N9°49'55"E	214.10'
L37	N3°22'45"E	395.20'
L38	N19°38'09"W	2750.87'
L39	NOT USED	
L40	N24°55'34"E	584.76'

Curve Table			
Curve	Radius	Delta	Length
C1	453.50'	34°14'22"	271.01'
C2	921.00'	67°18'29"	1081.94'

Line Table		
Line	Bearing	Distance
L41	N52°45'16"E	351.21'
L42	N59°11'07"E	320.22'
L43	N45°20'57"E	3.98'
L44	N38°54'59"E	412.05'
L45	N39°06'11"E	369.49'
L46	N74°42'18"E	107.80'
L47	N45°20'57"E	332.71'
L48	N23°35'09"E	217.62'
L49	N26°13'48"E	245.35'
L50	N31°42'56"E	169.52'
L51	N43°45'21"E	41.54'
L52	N28°32'10"E	122.18'
L53	N45°20'27"E	961.87'
L54	N17°14'59"W	259.79'
L55	N41°52'32"E	55.73'
L77	N38°47'42"E	106.64'
L78	N51°12'18"W	4034.99'
L79	N10°40'59"W	293.96'
L80	N72°57'45"W	464.35'
L81	N78°35'30"W	261.49'
L82	N73°29'44"W	210.75'
L83	N80°05'25"E	222.48'
L84	N17°43'06"W	252.76'
L85	N15°25'05"E	144.97'
L86	N16°17'49"W	107.32'
L87	N53°28'10"W	77.09'
L88	N32°20'29"W	120.34'

Line Table		
Line	Bearing	Distance
L81	N78°35'30"W	261.49'
L82	N73°29'44"W	210.75'
L83	N80°05'25"E	222.48'
L84	N17°43'06"W	252.76'
L85	N15°25'05"E	144.97'
L86	N16°17'49"W	107.32'
L87	N53°28'10"W	77.09'
L88	N32°20'29"W	120.34'
L89	N8°22'12"W	196.02'
L90	N10°59'55"E	175.33'
L91	N20°34'58"E	170.92'
L92	N7°48'28"E	336.20'
L93	N0°09'49"E	144.59'
L94	N8°00'19"W	330.77'
L95	N3°33'57"E	523.83'
L96	N54°38'01"W	83.61'
L97	N43°40'49"E	758.85'
L98	N36°40'34"E	99.99'





Line Table		
Line	Bearing	Length
L1	N41°52'32"E	55.73'
L2	N17°14'59"W	13.20'
L3	N42°01'44"E	65.72'
L4	N52°06'57"W	888.03'
L5	N52°06'57"W	72.50'
L6	N52°06'57"W	72.50'
L7	N52°06'57"W	70.00'
L8	N52°06'57"W	79.00'
L9	N37°53'03"E	57.00'
L10	N37°53'03"E	57.00'

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
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(7) RECORD OF SURVEY, 30 RS 163
(8) TRACT 4133 44 M&P 105
(9) TRACT 4134 44 M&P 107

GRID NOTE:

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BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- ◉ FOUND MONUMENT AS NOTED
- ◎ SET STANDARD MONUMENT, STAMPED LS 6441
- ○ SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441

LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PSE	PRIVATE SLOPE EASEMENT
SDE	STORM DRAIN EASEMENT
SSE	SANITARY SEWER EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M–M)	MONUMENT TO MONUMENT
(M–ML)	MONUMENT TO MONUMENT LINE
(M–PL)	MONUMENT TO PROPERTY LINE
(TIE–PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
//////////	ABUTTER'S RIGHTS RELINQUISHED
I.O.D	IRREVOCABLE OFFER OF DEDICATION
C.O.A.	CERTIFICATE OF ACCEPTANCE

BOUNDARY MAP

AREA WITHIN TRACT MAP BOUNDARY LINE = 29.32± ACRES
AREA OF LOTS 1–122 = 20.63± ACRES
AREA OF STREETS = 6.96± ACRES
SHEET COVERAGE
(5) SHEET NUMBER

Curve Table			
Curve	Radius	Delta	Length
C1	80.04'	88°32'11"	123.69'
C2	378.50'	11°03'48"	73.08'
C3	20.00'	90°00'00"	31.42'
C3	20.00'	90°00'00"	31.42'
C4	20.00'	90°00'00"	31.42'
C5	20.00'	90°00'00"	31.42'
C6	20.00'	90°00'00"	31.42'

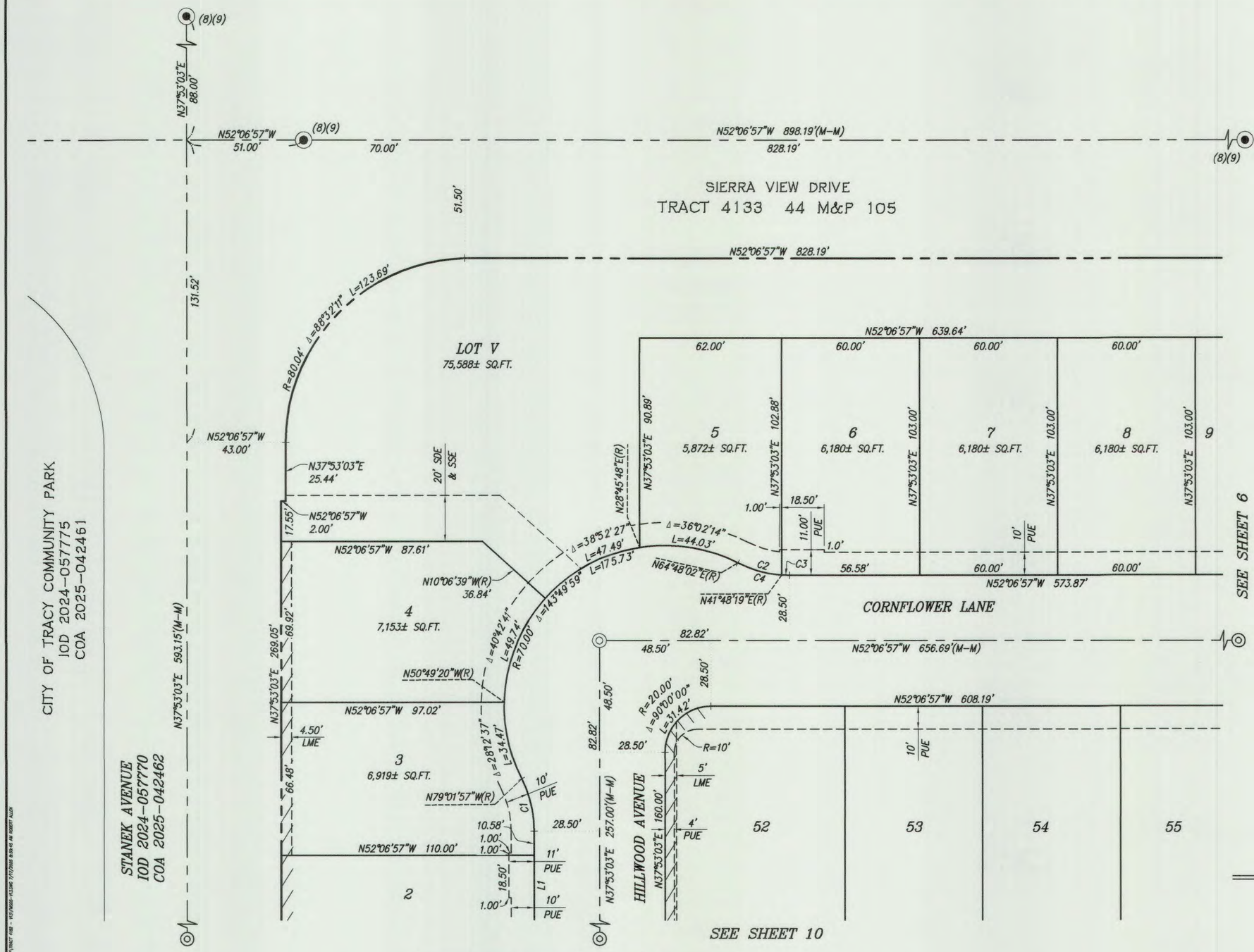
TRACT NO. 4182
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 13

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4181 – TRACY HILLS VILLAGES 11 & 12
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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JULY 2025



Curve Table			
Curve	Radius	Delta	Length
C1	50.00'	26°55'00"	23.49'
C2	50.00'	22°59'44"	20.07'
C3	50.00'	3°55'16"	3.42'
C4	50.00'	26°55'00"	23.49'

Line Table		
Line	Bearing	Length
L1	N37°53'03"E	125.68'

0 30 60 90

1 inch = 30 ft.

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
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(3) GRANT DEED, 2013-015451
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(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
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(8) TRACT 4133 44 M&P 105
(9) TRACT 4134 44 M&P 107

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

	TRACT MAP BOUNDARY LINE
	LOT LINE
	EXISTING EASEMENT LINE
	NEW EASEMENT LINE
	MONUMENT LINE
	MONUMENT TIE LINE
	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
○	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PSE	PRIVATE SLOPE EASEMENT
SDE	STORM DRAIN EASEMENT
SSE	SANITARY SEWER EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
(M-PL)	MONUMENT TO PROPERTY LINE
(TIE-PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTER'S RIGHTS RELINQUISHED
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TRACT NO. 4182
SUBDIVISIONS OF SAN JOAQUIN COUNTY

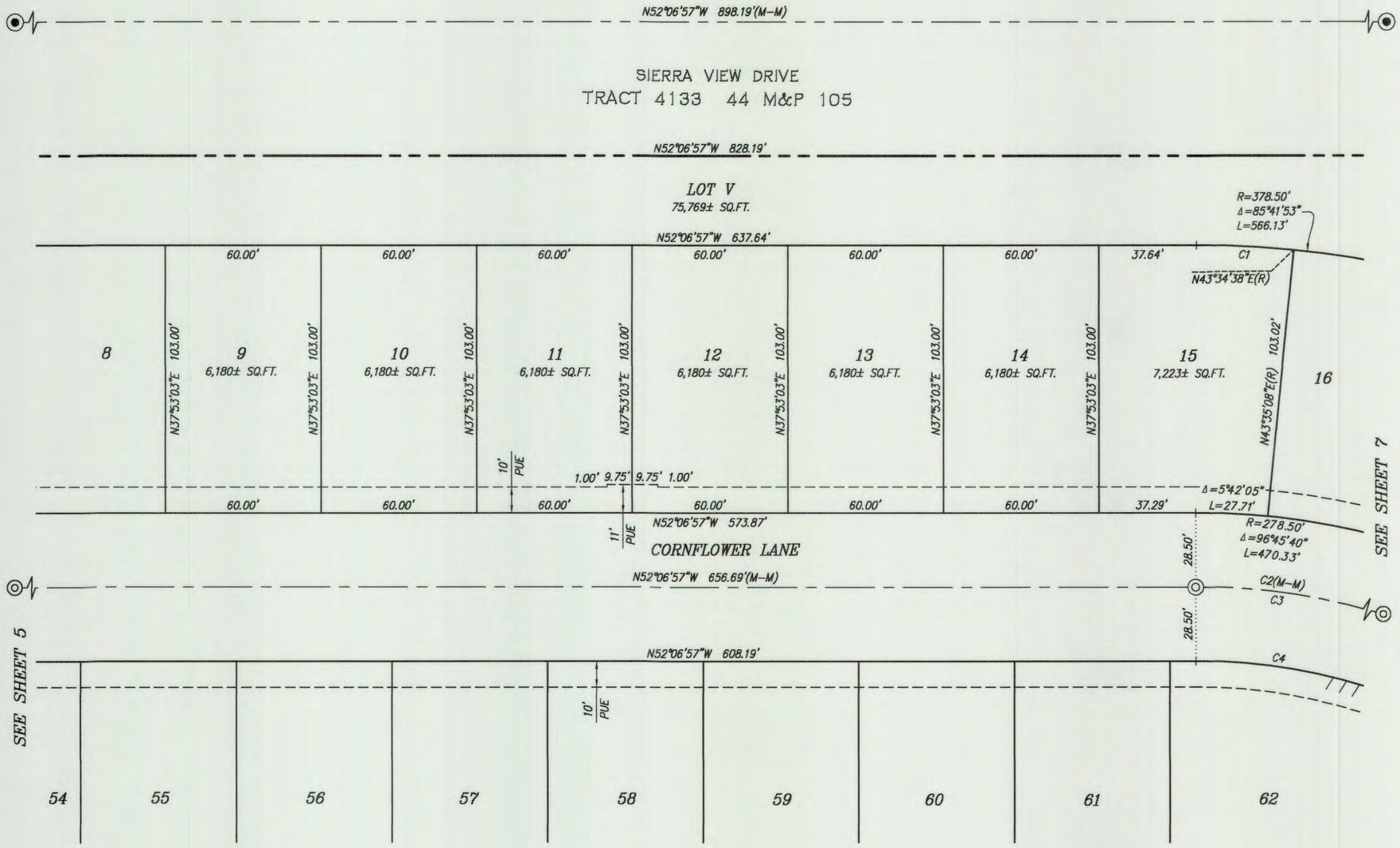
TRACY HILLS VILLAGE 13

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4181 – TRACY HILLS VILLAGES 11 & 12
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
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BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JULY 2025

JOB NO. 201068



Curve Table			
Curve	Radius	Delta	Length
C1	378.50'	05°41'35"	37.61'
C2	250.00'	91°36'16"	399.70'
C3	250.00'	78°06'52"	340.84'
C4	221.50'	56°46'33"	231.09'

0 30 60 90

1 inch = 30 ft.

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
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(8) TRACT 4133 44 M&P 105
(9) TRACT 4134 44 M&P 107

GRID NOTE:

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LEGEND

	TRACT MAP BOUNDARY LINE
	LOT LINE
	EXISTING EASEMENT LINE
	NEW EASEMENT LINE
	MONUMENT LINE
	MONUMENT TIE LINE
	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
○	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PSE	PRIVATE SLOPE EASEMENT
SDE	STORM DRAIN EASEMENT
SSE	SANITARY SEWER EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
(M-PL)	MONUMENT TO PROPERTY LINE
(TIE-PL)	TIE TO PROPERTY LINE
(R)	RADIAL
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O.R.	OFFICIAL RECORDS
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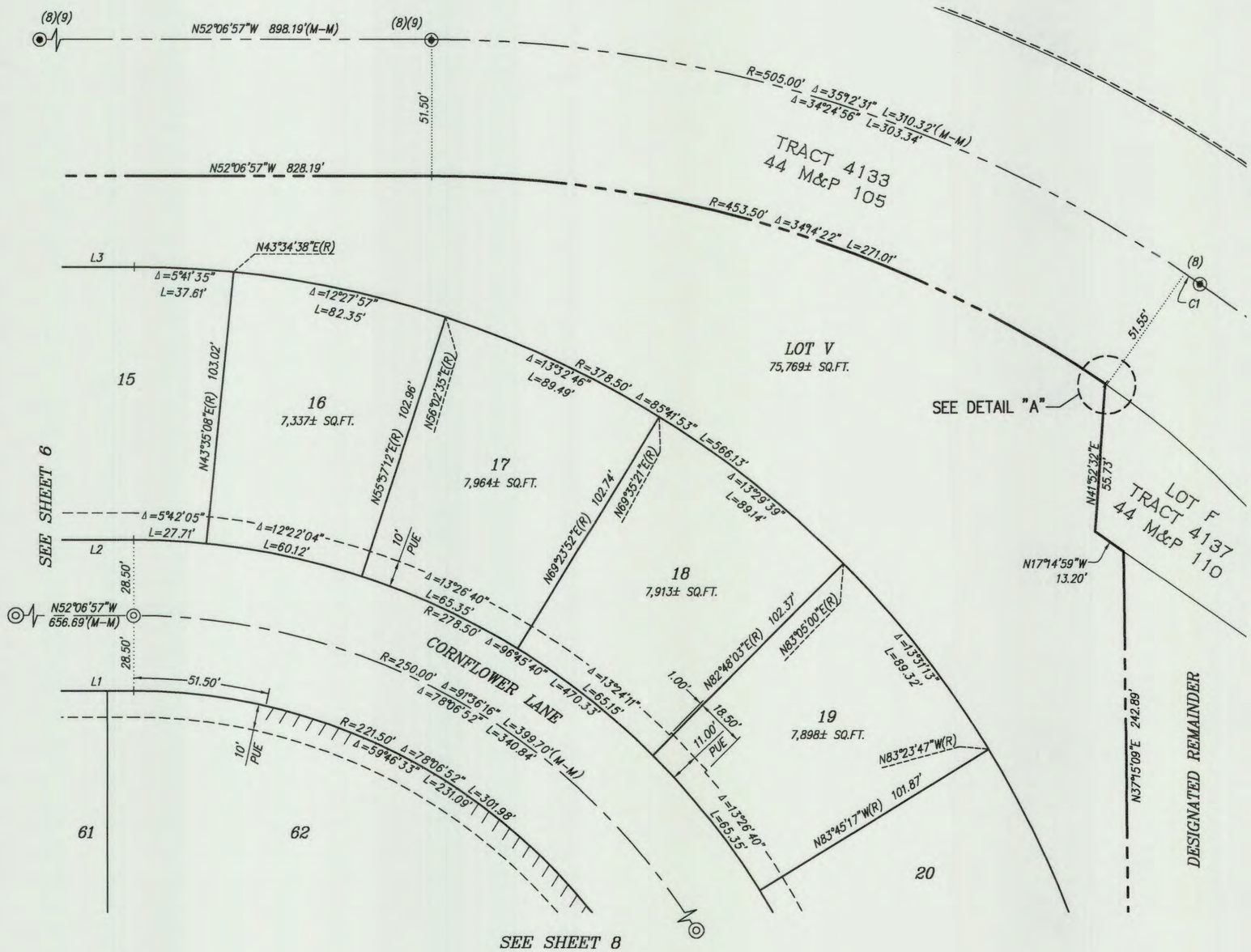
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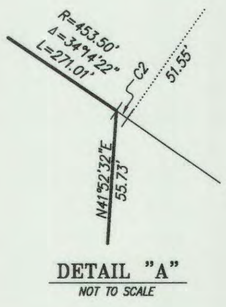
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RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JULY 2025

JOB NO. 201068





DETAIL "A"
NOT TO SCALE

Line Table		
Line	Bearing	Length
L1	N52°06'57"W	608.19'
L2	N52°06'57"W	573.87'
L3	N52°06'57"W	637.64'

Curve Table			
Curve	Radius	Delta	Length
C1	505.00'	0°47'35"	6.99'
C2	453.50'	0°05'10"	0.68'

0 30 60 90

1 inch = 30 ft.

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
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- - - -	NEW EASEMENT LINE
— - —	MONUMENT LINE
·····	MONUMENT TIE LINE
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SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M-M)	MONUMENT TO MONUMENT
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(M-PL)	MONUMENT TO PROPERTY LINE
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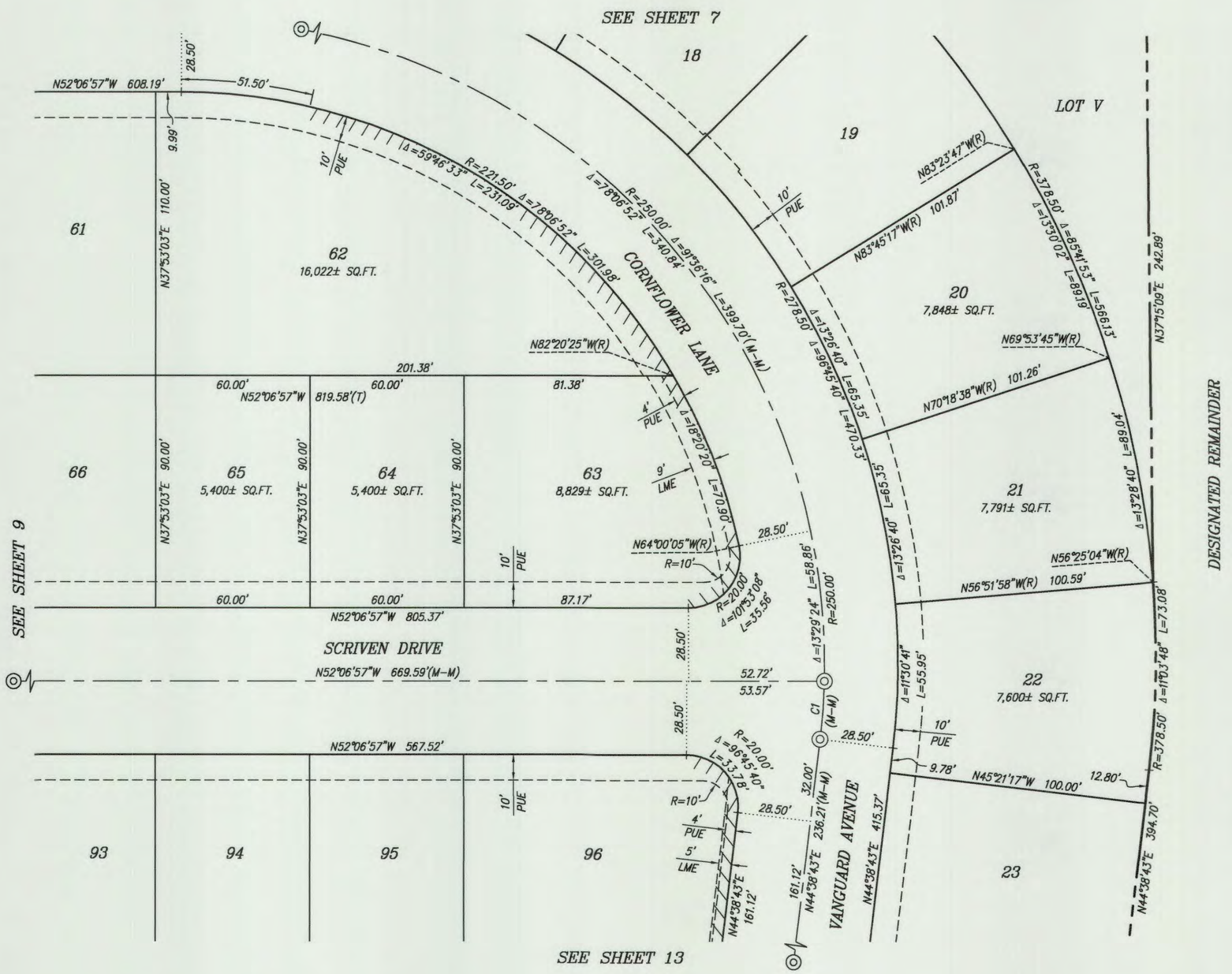
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TRACY HILLS VILLAGE 13

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PLEASANTON, CALIFORNIA
JULY 2025



Curve Table			
Curve	Radius	Delta	Length
C1	250.00'	5°09'24"	22.50'

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TRACY HILLS VILLAGE 13

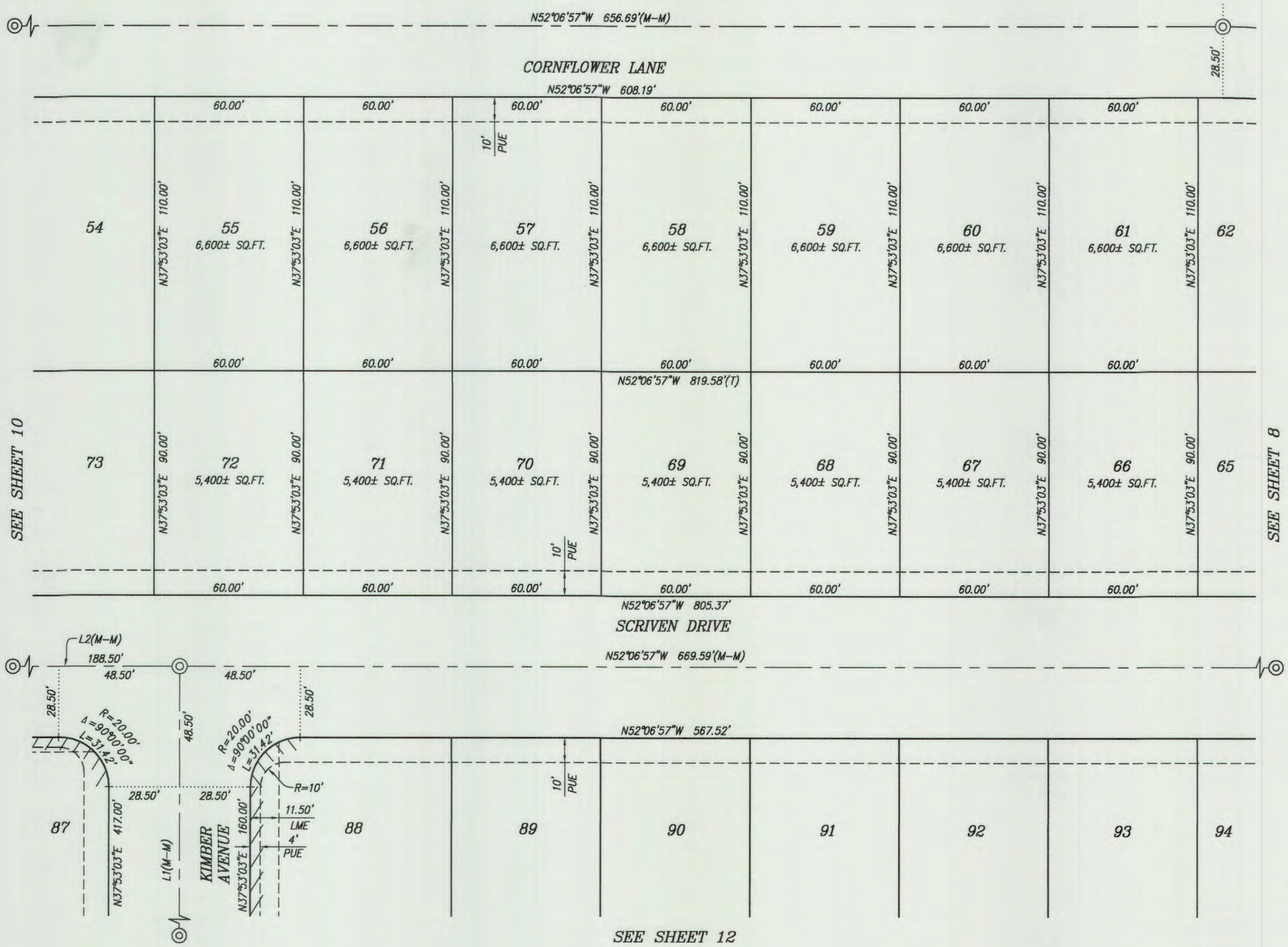
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PLEASANTON, CALIFORNIA
JULY 2025

JOB NO. 201068

SEE SHEET 6



Line Table		
Line	Bearing	Length
L1	N37°53'03"E	257.00'
L2	N52°06'57"W	237.00'





REFERENCES:

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(M-M)	MONUMENT TO MONUMENT
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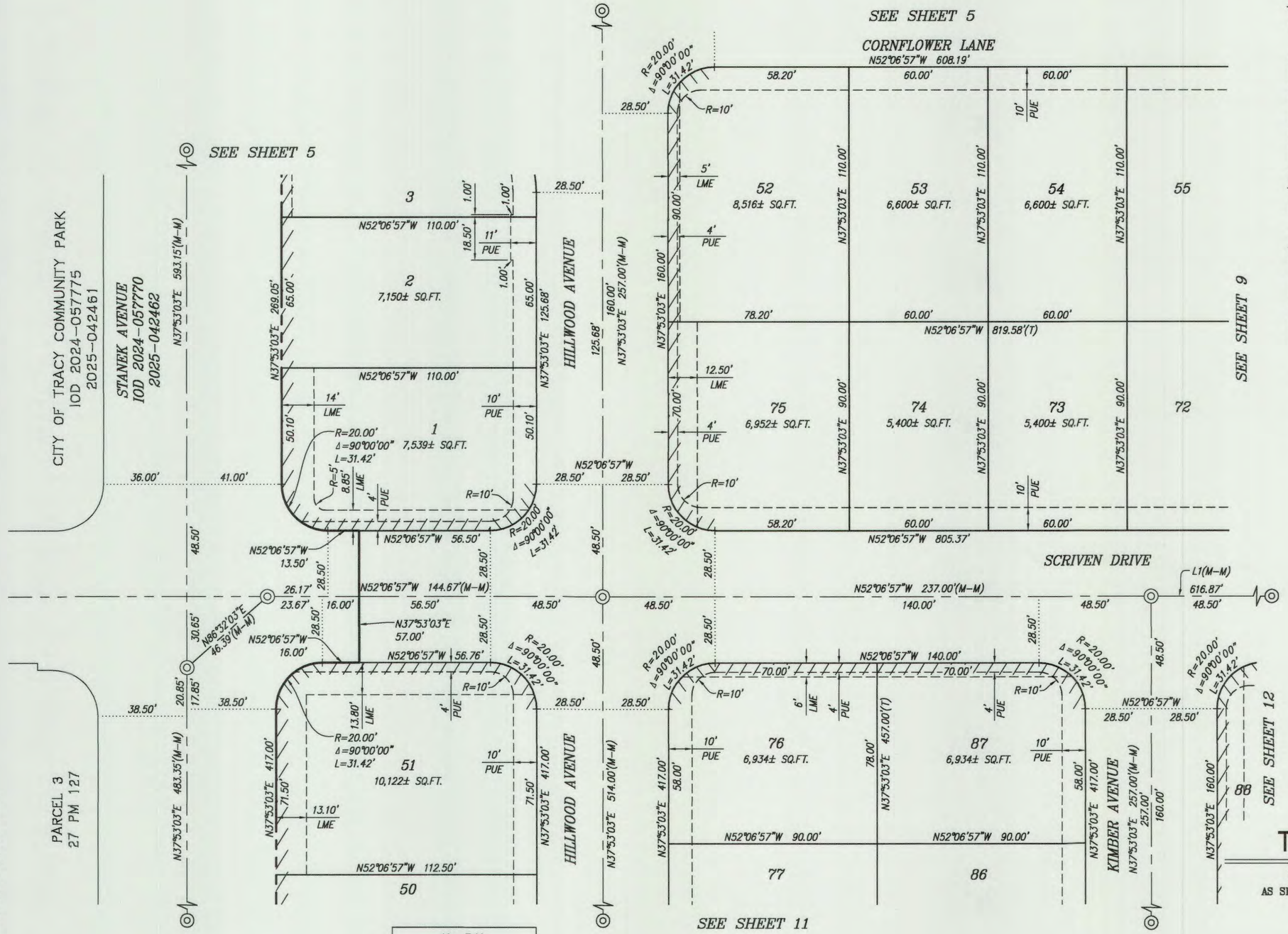
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JOB NO. 201068



Line Table		
Line	Bearing	Length
L1	N52°06'57"W	669.59'
L2	N52°06'57"W	6.00'
L3	N37°53'03"E	3.00'
L4	N52°06'57"W	12.50'

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LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE

◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
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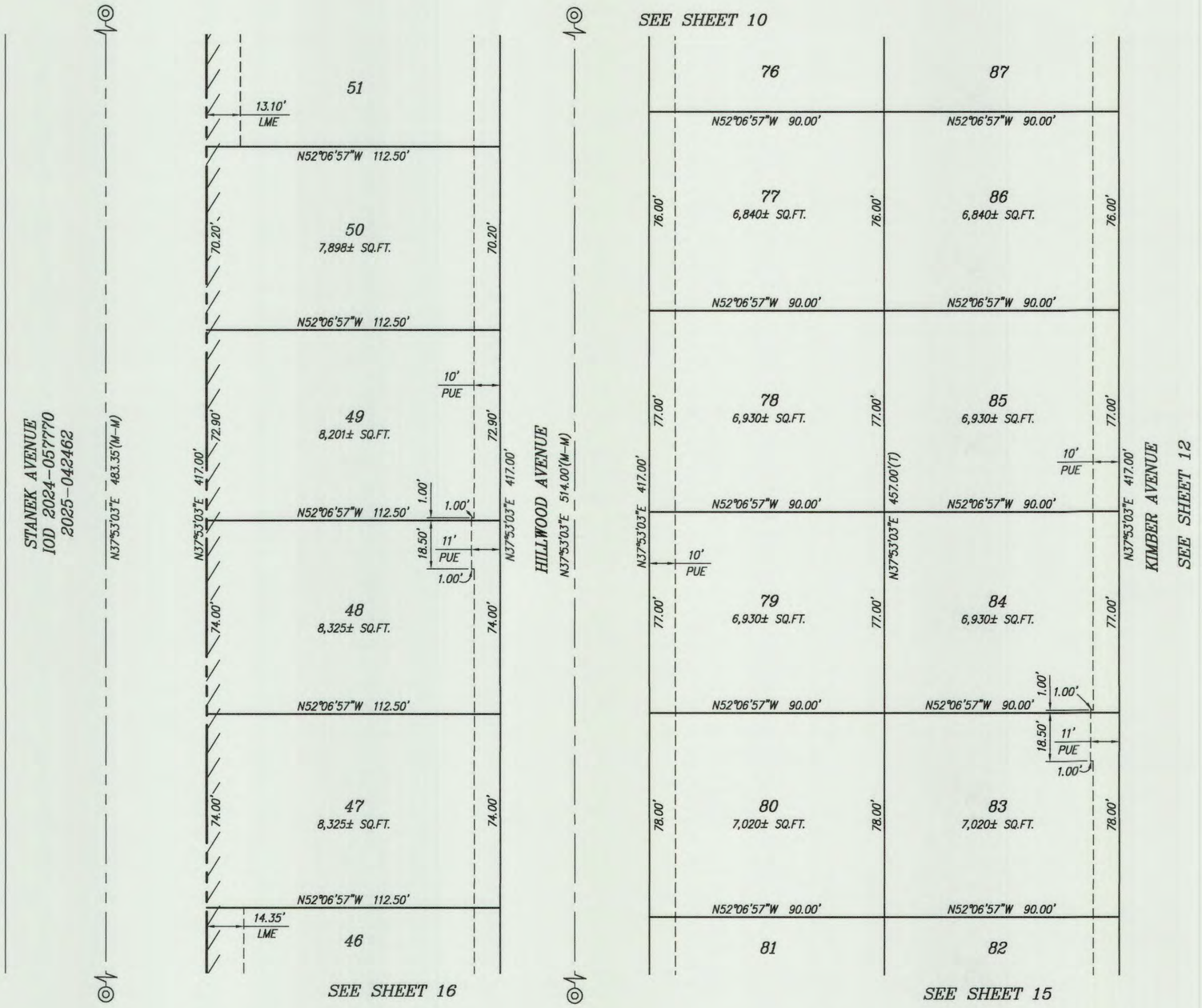
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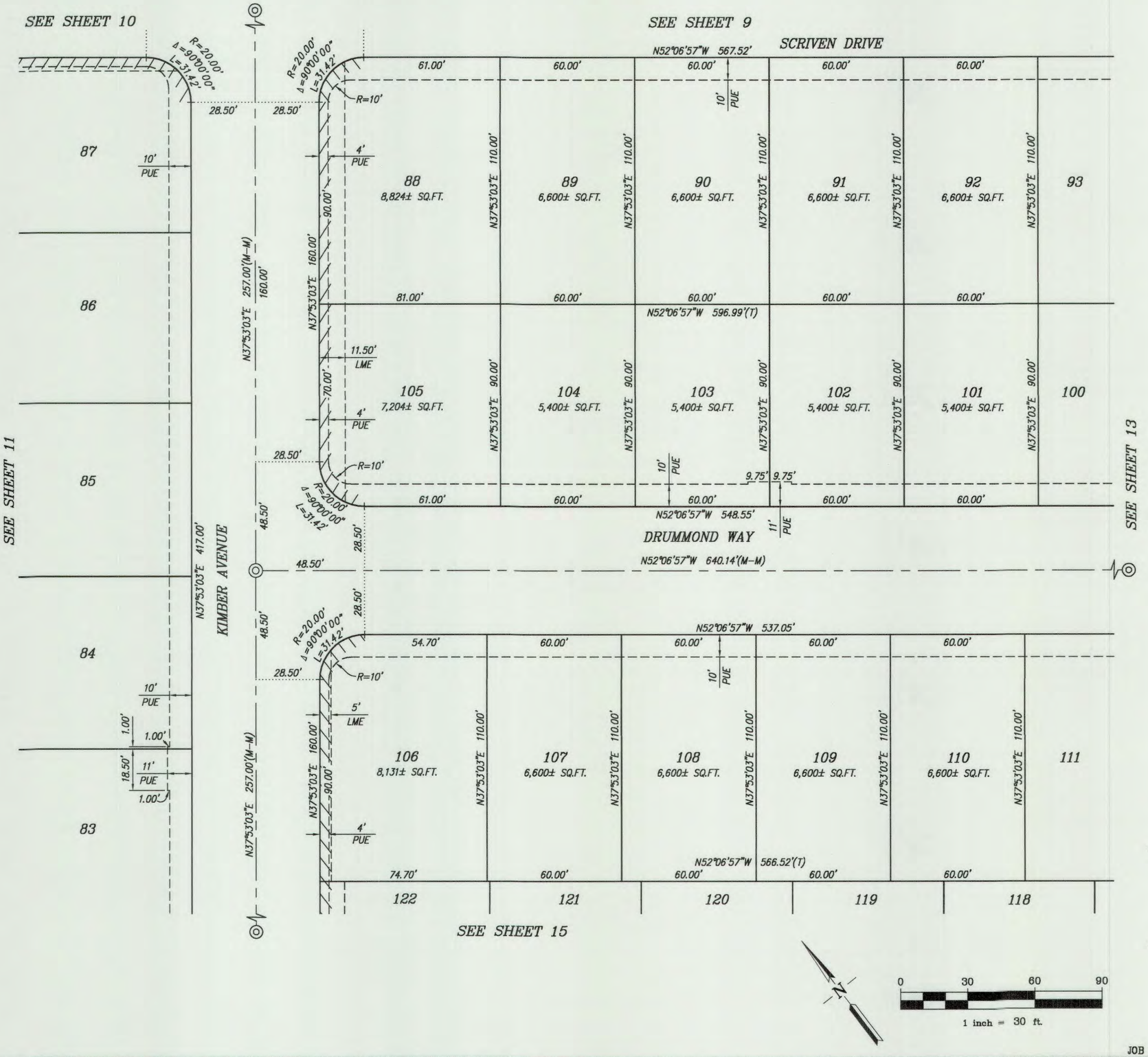
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THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

———	TRACT MAP BOUNDARY LINE
———	LOT LINE
— — — —	EXISTING EASEMENT LINE
- - - -	NEW EASEMENT LINE
—— – ——	MONUMENT LINE
.....	MONUMENT TIE LINE
———	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
o	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PSE	PRIVATE SLOPE EASEMENT
SDE	STORM DRAIN EASEMENT
SSE	SANITARY SEWER EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M–M)	MONUMENT TO MONUMENT
(M–ML)	MONUMENT TO MONUMENT LINE
(M–PL)	MONUMENT TO PROPERTY LINE
(TIE–PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTER'S RIGHTS RELINQUISHED
I.O.D	IRREVOCABLE OFFER OF DEDICATION
C.O.A.	CERTIFICATE OF ACCEPTANCE

0 30 60 90

1 inch = 30 ft.

TRACT NO. 4182
SUBDIVISIONS OF SAN JOAQUIN COUNTY

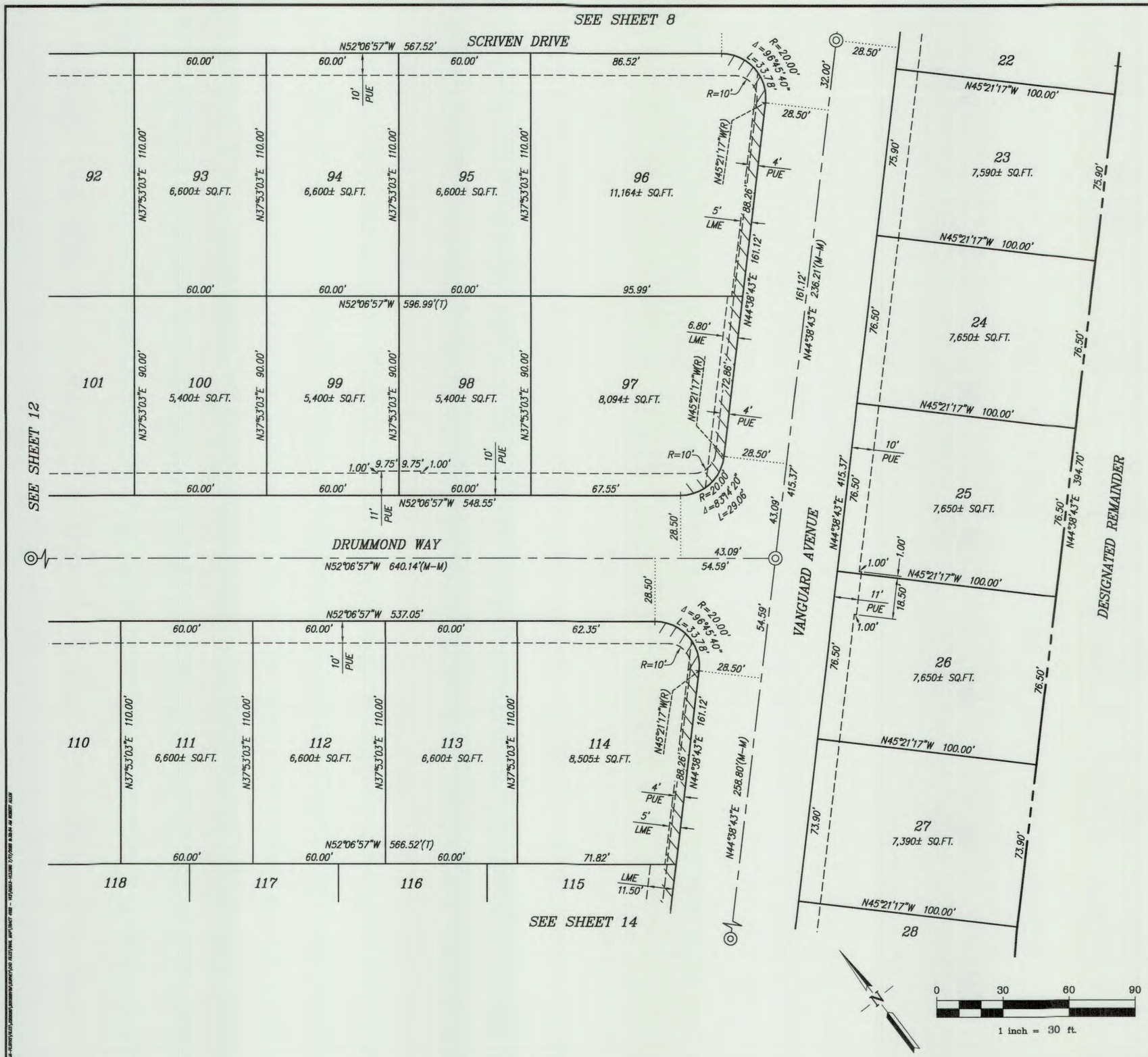
TRACY HILLS VILLAGE 13

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON TRACT NO. 4181 – TRACY HILLS VILLAGES 11 & 12
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JULY 2025

JOB NO. 201068



REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) GRANT DEED, 2013–015451
(4) GRANT DEEDS, 2012–167580, 2012–167581, & 2005–249673
(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
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(7) RECORD OF SURVEY, 30 RS 163
(8) TRACT 4133 44 M&P 105
(9) TRACT 4134 44 M&P 107

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———	LOT LINE
— — —	EXISTING EASEMENT LINE
- - - -	NEW EASEMENT LINE
—— — ——	MONUMENT LINE
·····	MONUMENT TIE LINE
———	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
○	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PSE	PRIVATE SLOPE EASEMENT
SDE	STORM DRAIN EASEMENT
SSE	SANITARY SEWER EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M–M)	MONUMENT TO MONUMENT
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SUBDIVISIONS OF SAN JOAQUIN COUNTY

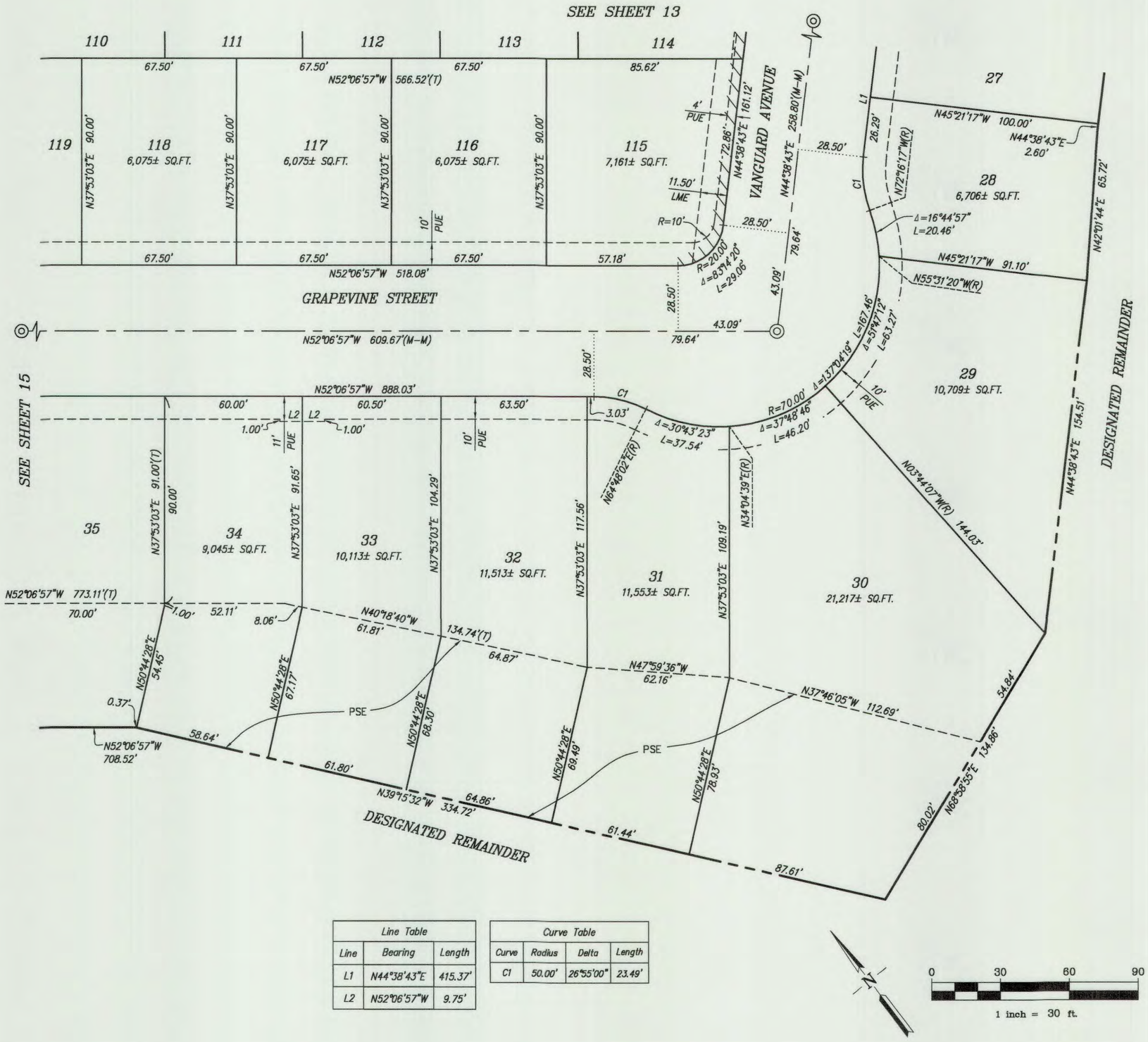
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SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JULY 2025

JOB NO. 201068



Line Table		
Line	Bearing	Length
L1	N44°38'43"E	415.37'
L2	N52°06'57"W	9.75'

Curve Table			
Curve	Radius	Delta	Length
C1	50.00'	26°55'00"	23.49'

REFERENCES:

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LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- ◉ FOUND MONUMENT AS NOTED
- ◎ SET STANDARD MONUMENT, STAMPED LS 6441
- ○ SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441

LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PSE	PRIVATE SLOPE EASEMENT
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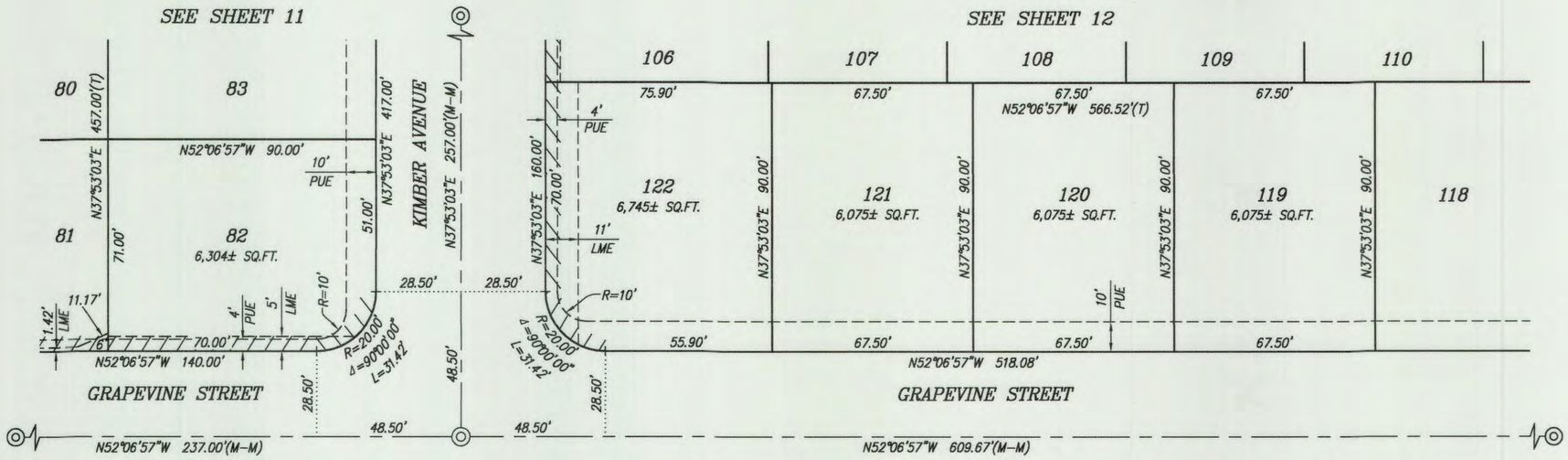
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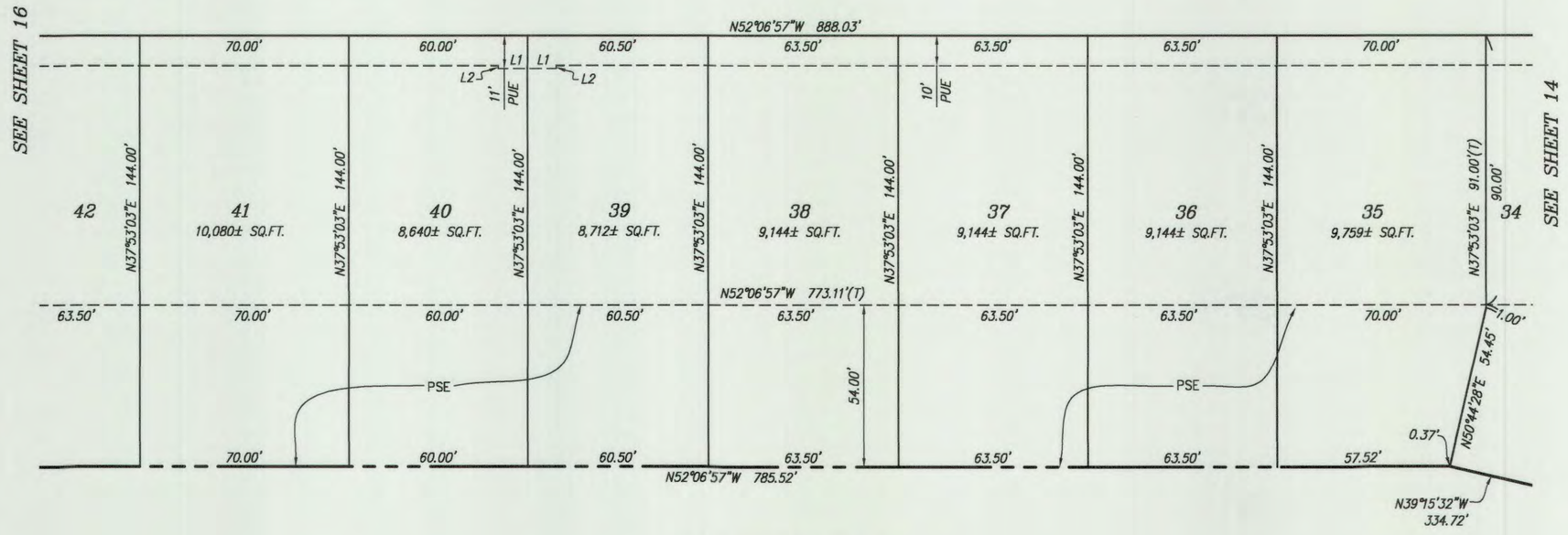
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SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JULY 2025

JOB NO. 201068





DESIGNATED REMAINDER

Line Table		
Line	Bearing	Length
L1	N52°06'57"W	9.75'
L2	N37°53'03"E	1.00'

0 30 60 90

1 inch = 30 ft.

REFERENCES:

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- - - -	NEW EASEMENT LINE
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.....	MONUMENT TIE LINE
———	EXISTING PROPERTY LINE
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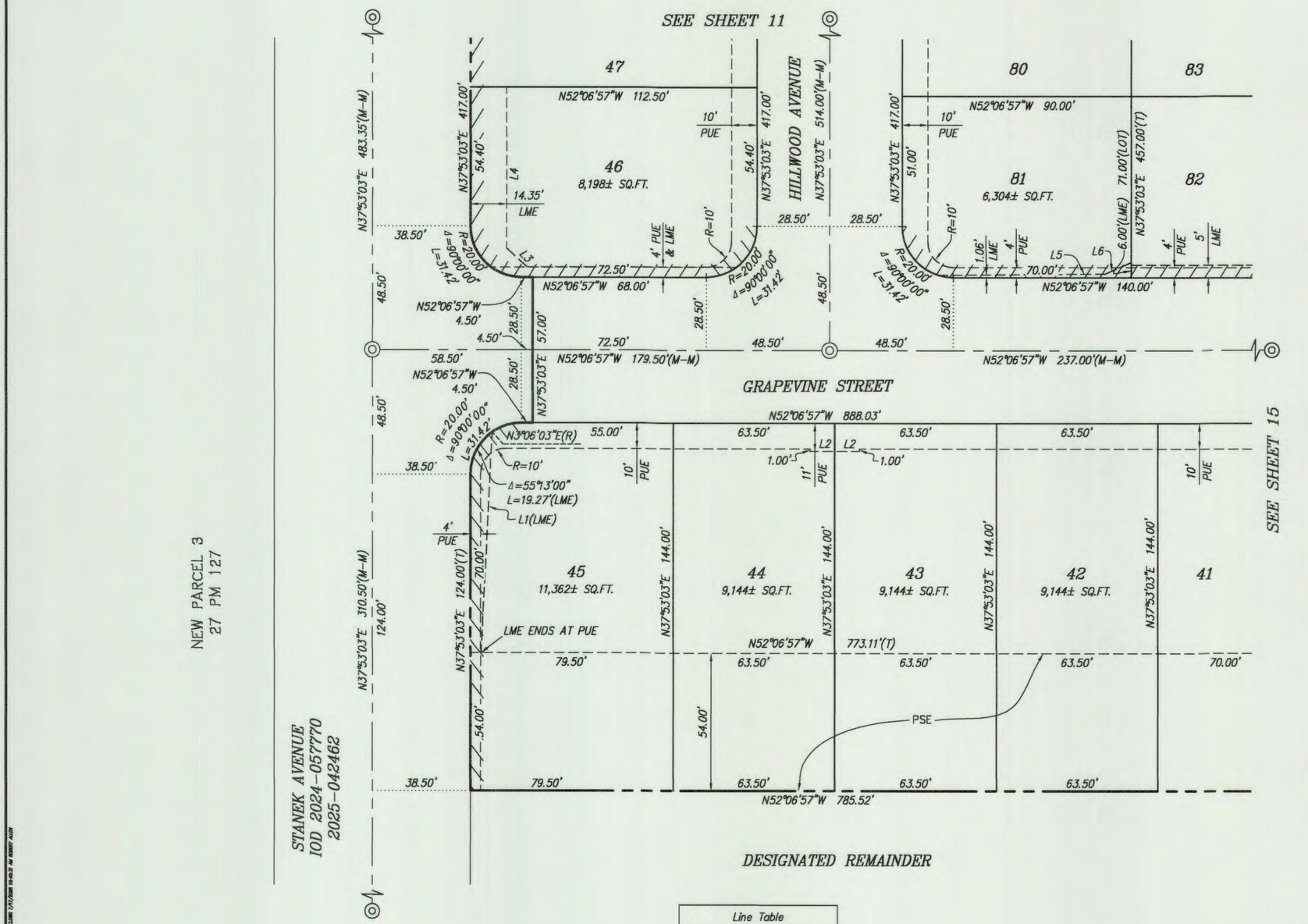
TRACT NO. 4182
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 13

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SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JULY 2025



DESIGNATED REMAINDER

Line Table		
Line	Bearing	Length
L1	N40°45'33"E	86.54'
L2	N52°06'57"W	9.75'
L3	N07°06'59"W	15.35'
L4	N37°53'03"E	63.04'
L5	N52°33'24"W	65.80'
L6	N76°18'39"W	11.17'

0 30 60 90

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	EXISTING EASEMENT LINE
	NEW EASEMENT LINE
	MONUMENT LINE
	MONUMENT TIE LINE
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TRACT NO. 4182
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 13

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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
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PLEASANTON, CALIFORNIA
JULY 2025

JOB NO. 201068

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SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 13

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SAN JOAQUIN COUNTY, CALIFORNIA

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PLEASANTON, CALIFORNIA
JULY 2025

ADDITIONAL INFORMATION SHEET

ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES AND NOT INTENDED TO AFFECT RECORD TITLE INTEREST PER STATE OF CALIFORNIA GOVERNMENT CODE SECTION 66434.2 (THE SUBDIVISION MAP ACT):

NOTES:

1. APPROVAL OF THIS FINAL TRACT MAP IS SUBJECT TO THE VESTING TENTATIVE MAP (APPLICATION NUMBER TSM20–0003) CONDITIONS OF APPROVAL DATED OCTOBER 19, 2021.
2. THE AREAS DESIGNATED AS "LANDSCAPE MAINTENANCE EASEMENT" OR "LME" ARE FOR LANDSCAPING PURPOSES AND SHOWN HEREON FOR REFERENCE. THE LME'S ARE REQUIRED BY THE CONDITIONS, COVENANTS, AND RESTRICTIONS (CC&R'S) GOVERNING THIS FINAL MAP.
3. IT IS THE INTENT OF THE OWNER, THE VESTING TENTATIVE MAP, AND CONDITION OF APPROVAL THAT THIS PARCEL (LOT "V") BE OWNED BY THE HOME OWNERS ASSOCIATION THAT GOVERNS THIS FINAL MAP.
4. IT IS THE INTENT OF THE OWNER TO CONVEY, BY DEED, THE PRIVATE SLOPE EASEMENTS SHOWN HEREON TO THE UPLAND ADJOINING LOT OWNER.

LAST SAVED: 8/6/2025 4:08 PM BY: JAMES CORTEZ - LAST PLOTTED: 8/6/2025 4:09 PM BY: JAMES CORTEZ
I:\201068\Engineering\Survey\Subdivision\Final\Sheet 17.dwg

TRACT NO. 4183
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 14

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON TRACT 4182 – TRACY HILLS VILLAGE 13
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTIONS 18 & 19, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JULY 2025

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DRP SOLARIS MULTISTATE, LLC, A DELAWARE LIMITED PARTNERSHIP ON JANUARY 1, 2022. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY), THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2026, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 23 DAY OF July, 2025.

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

SCOTT A. SHORTLIDGE, P.L.S. NO. 6441

CITY ENGINEER'S STATEMENT

I, EVEN MARCELO, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF TRACY, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4183, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 14", CITY OF TRACY, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS 24th DAY OF July, 2025.

REGISTERED PROFESSIONAL ENGINEER
EVEN MARCELO
No. 79959
CIVIL
STATE OF CALIFORNIA

EVEN MARCELO, R.C.E. NO. 79959
CITY ENGINEER

SURVEYOR FOR THE CITY STATEMENT

I, DAVID W. ENKE, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4183, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 14", CITY OF TRACY, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS 24TH DAY OF July, 2025.

LICENSED LAND SURVEYOR
DAVID W. ENKE
No. 4071
STATE OF CALIFORNIA

DAVID W. ENKE, L.S. NO. 4071

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY DRP SOLARIS MULTISTATE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, C/O DW GENERAL PARTNER, LLC, 590 MADISON AVENUE, 13TH FLOOR, NEW YORK, NY 10022:

FOR THE PURPOSE OF PUBLIC STREET RIGHTS–OF–WAY:

"CLAYHILL AVENUE", "WAINSCOT AVENUE", "SHERWOOD LANE", "THAXTON STREET", "VALIANT WAY", "WILMOT STREET", AND "ROMULUS DRIVE".

THE FOLLOWING REAL PROPERTY IS DEDICATED BY AG EHC II (LEN) CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP TO THE CITY OF TRACY AS EASEMENTS FOR PUBLIC PURPOSES: "PUBLIC UTILITY EASEMENT" OR "PUE", "STORM DRAIN EASEMENT" OR "SDE" AND ABUTTER'S RIGHTS.

THE CITY OF TRACY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE CITY OF TRACY MAKES A DETERMINATION PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436(a), 3(A)(i) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF PARTIES OWNING THE FOLLOWING INTERESTS, WHICH CANNOT RIPEN INTO A FEE, HAVE BEEN OMITTED:

NO AFFECTING EASEMENTS

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE _____ DAY OF _____, 2025,

THE CITY COUNCIL OF THE CITY OF TRACY, CALIFORNIA PER COUNCIL RESOLUTION NO._____ APPROVED THIS FINAL MAP OF "TRACT NO. 4183, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 14", CITY OF TRACY, CALIFORNIA, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE FEE AND EASEMENT OFFERS OF DEDICATION MADE BY THIS MAP SUBJECT TO IMPROVEMENTS, (LOTS 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44 TO AND FROM STANEK AVENUE, LOTS 37, 38 TO AND FROM ROMULUS DRIVE, LOTS 44 TO AND FROM SHERWOOD LANE, LOTS 52, 53, 70, 71, 83, 84 TO AND FROM WAINSCOT AVENUE, LOTS 45, 61, 79, 89 TO AND FROM CLAYHILL AVENUE, LOTS 77 TO AND FROM VALIANT WAY). ALL AS SHOWN ON THIS FINAL MAP, AND ACCEPTED THE OFFER OF DEDICATION OF ALL STREET RIGHTS–OF–WAY, SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON, IN ACCORDANCE WITH TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

I HEREBY FURTHER STATE PURSUANT TO SECTION 66477.5 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA; THE LOCAL AGENCY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE LOCAL AGENCY MAKES A DETERMINATION PURSUANT TO SAID SECTION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, AS SPECIFIED IN SUBDIVISION (C) OF SAID SECTION.

DATED THIS _____ DAY OF _____, 2025.

_____
APRIL QUINTANILLA, CITY CLERK
AND CLERK OF THE CITY COUNCIL

TRACT NO. 4183
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 14

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON TRACT 4182 – TRACY HILLS VILLAGE 13
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTIONS 18 & 19, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JULY 2025

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE

◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
o	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
EX.	EXISTING
SQ.FT.	SQUARE FEET
PSE	PUBLIC SLOPE EASEMENT
(LOT)	LOT LINE DIMENSION
(M–M)	MONUMENT TO MONUMENT
(M–ML)	MONUMENT TO MONUMENT LINE
(M–PL)	MONUMENT TO PROPERTY LINE
(TIE–PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED
I.O.D	IRREVOCABLE OFFER OF DEDICATION
C.O.A.	CERTIFICATE OF ACCEPTANCE

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) GRANT DEED, 2013–015451
(4) GRANT DEEDS, 2012–167580, 2012–167581, & 2005–249673
(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) TRACT 4182 __M&P__
(9) PARCEL MAP, 27 PM 127

SITE MAP

0 800 1600 2400
1 inch = 800 ft.

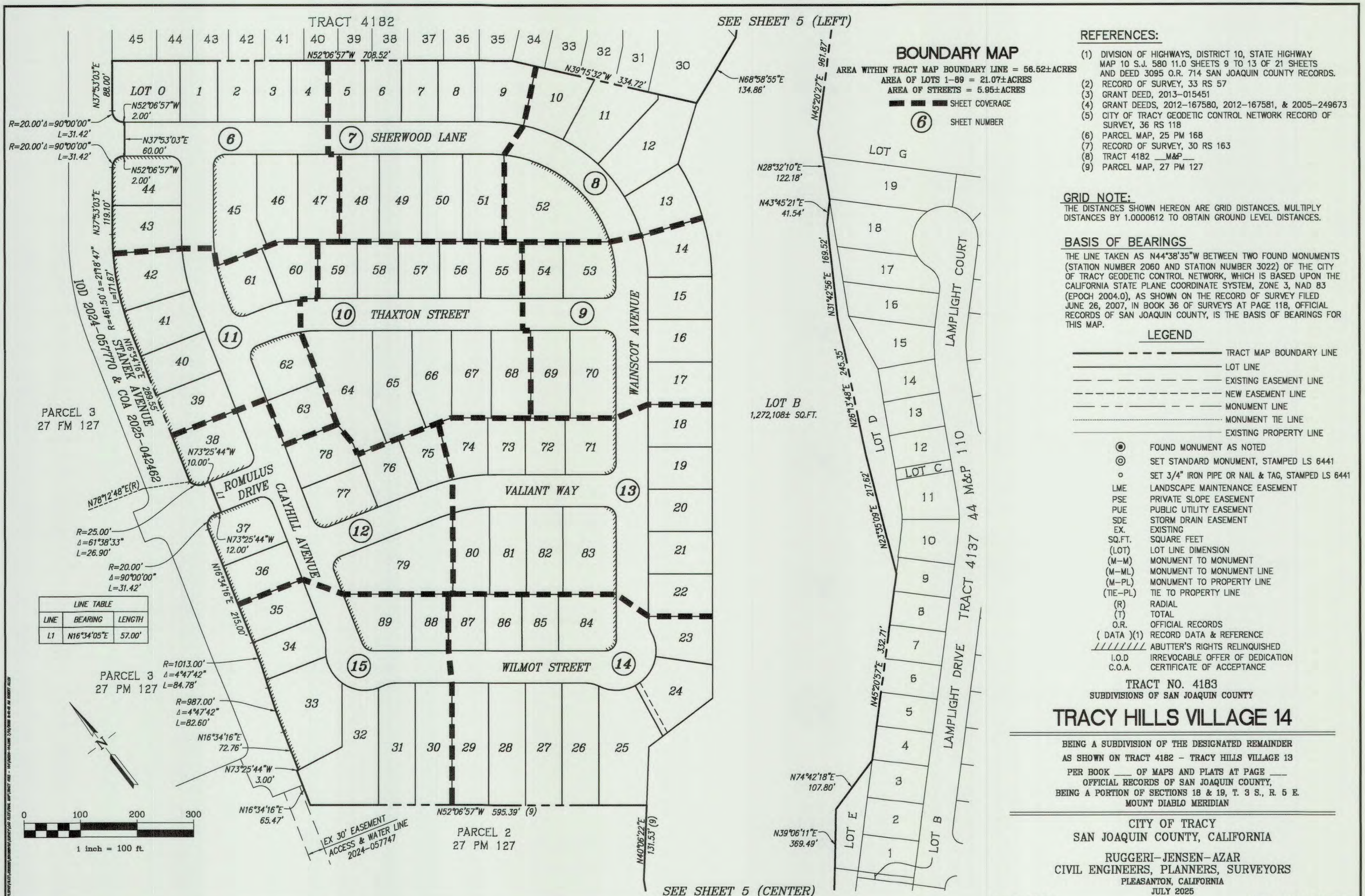
Line Table		
Line	Bearing	Distance
L1	N53°19'26"W	660.88'
L2	N56°06'02"W	501.22'
L3	N52°05'47"W	700.00'
L4	N50°03'03"W	700.45'
L5	N56°51'36"W	301.04'
L6	N52°05'47"W	1000.00'
L7	N49°48'21"W	500.40'
L8	N53°43'58"W	700.29'
L9	N52°05'47"W	1300.00'
L10	N50°11'14"W	600.33'
L11	N52°05'47"W	300.00'
L12	N53°14'32"W	1000.20'
L13	N52°05'47"W	2100.00'
L14	N48°16'56"W	300.67'
L15	N52°54'54"W	700.07'
L16	N46°00'54"W	497.16'
L17	N47°20'32"W	301.33'
L18	N35°37'15"W	201.48'
L19	N37°53'03"E	466.00'
L20	N47°29'28"W	54.93'
L21	N14°23'23"W	729.52'
L22	N22°25'05"E	50.07'
L23	N67°34'55"W	91.49'
L24	N53°52'01"W	918.37'
L25	N19°27'10"W	85.89'

Line Table		
Line	Bearing	Distance
L26	N86°30'03"E	46.95'
L27	N26°02'37"W	364.68'
L28	N28°16'00"W	415.82'
L29	N37°55'00"W	356.76'
L30	N41°08'50"W	347.13'
L31	N44°08'49"W	62.07'
L32	N37°53'03"E	182.06'
L33	N24°46'15"W	435.91'
L34	N0°46'52"W	53.79'
L35	N5°22'35"E	382.86'
L36	N9°49'55"E	214.10'
L37	N3°22'45"E	395.20'
L38	N19°38'09"W	2750.87'
L39	NOT USED	
L40	N24°55'34"E	584.76'

Curve Table			
Curve	Radius	Delta	Length
C1	453.50'	34°14'22"	271.01'
C2	921.00'	67°18'29"	1081.94'

Line Table		
Line	Bearing	Distance
L41	N52°45'16"E	351.21'
L42	N59°11'07"E	320.22'
L43	N45°20'57"E	3.98'
L44	N38°54'59"E	412.05'
L45	N39°06'11"E	369.49'
L46	N74°42'18"E	107.80'
L47	N45°20'57"E	332.71'
L48	N23°35'09"E	217.62'
L49	N26°13'48"E	245.35'
L50	N31°42'56"E	169.52'
L51	N43°45'21"E	41.54'
L52	N28°32'10"E	122.18'
L53	N45°20'27"E	961.87'
L54	N17°14'59"W	259.79'
L55	N41°52'32"E	55.73'
L77	N38°47'42"E	106.64'
L78	N51°12'18"W	4034.99'
L79	N10°40'59"W	293.96'
L80	N72°57'45"W	464.35'
L81	N78°35'30"W	261.49'
L82	N73°29'44"W	210.75'
L83	N80°05'25"E	222.48'
L84	N17°43'06"W	252.76'
L85	N15°25'05"E	144.97'
L86	N16°17'49"W	107.32'
L87	N53°28'10"W	77.09'
L88	N32°20'29"W	120.34'

Line Table		
Line	Bearing	Distance
L81	N78°35'30"W	261.49'
L82	N73°29'44"W	210.75'
L83	N80°05'25"E	222.48'
L84	N17°43'06"W	252.76'
L85	N15°25'05"E	144.97'
L86	N16°17'49"W	107.32'
L87	N53°28'10"W	77.09'
L88	N32°20'29"W	120.34'
L89	N8°22'12"W	196.02'
L90	N10°59'55"E	175.33'
L91	N20°34'58"E	170.92'
L92	N7°48'28"E	336.20'
L93	N0°09'49"E	144.59'
L94	N8°00'19"W	330.77'
L95	N3°33'57"E	523.83'
L96	N54°38'01"W	83.61'
L97	N43°40'49"E	758.85'
L98	N36°40'34"E	99.99'



LINE TABLE		
LINE	BEARING	LENGTH
L1	N16°34'05"E	57.00'

BOUNDARY MAP

AREA WITHIN TRACT MAP BOUNDARY LINE = 56.52±ACRES
AREA OF LOTS 1–89 = 21.07±ACRES
AREA OF STREETS = 5.95±ACRES

SHEET COVERAGE

(6) SHEET NUMBER

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
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(9) PARCEL MAP, 27 PM 127

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LEGEND

	TRACT MAP BOUNDARY LINE
	LOT LINE
	EXISTING EASEMENT LINE
	NEW EASEMENT LINE
	MONUMENT LINE
	MONUMENT TIE LINE
	EXISTING PROPERTY LINE
⊙	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
○	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
LME	LANDSCAPE MAINTENANCE EASEMENT
PSE	PRIVATE SLOPE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SDE	STORM DRAIN EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M–M)	MONUMENT TO MONUMENT
(M–ML)	MONUMENT TO MONUMENT LINE
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TRACT NO. 4183
SUBDIVISIONS OF SAN JOAQUIN COUNTY

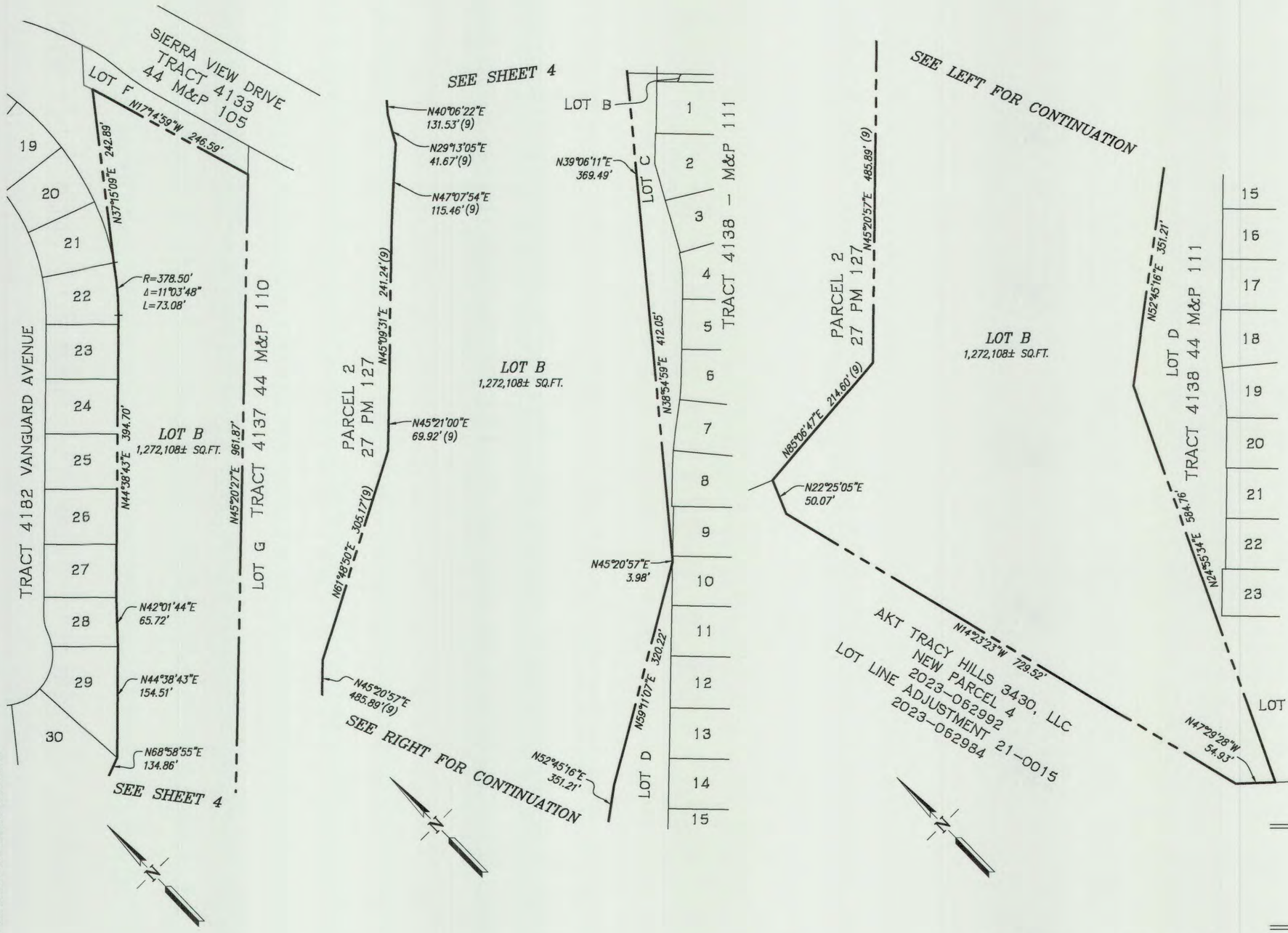
TRACY HILLS VILLAGE 14

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER AS SHOWN ON TRACT 4182 – TRACY HILLS VILLAGE 13 PER BOOK ___ OF MAPS AND PLATS AT PAGE ___ OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTIONS 18 & 19, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

JULY 2025



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———	LOT LINE
— — —	EXISTING EASEMENT LINE
- - - -	NEW EASEMENT LINE
— - —	MONUMENT LINE
·····	MONUMENT TIE LINE
———	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
○	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
LME	LANDSCAPE MAINTENANCE EASEMENT
PSE	PRIVATE SLOPE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SDE	STORM DRAIN EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M-M)	MONUMENT TO MONUMENT
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SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JULY 2025

JOB NO. 201068

TRACT 4182

STANEK AVENUE
IOD 2024-057770
COA 2025-042462

PARCEL 3
27 PM 127

(8)

45 | 44 | 43 | 42 | 41 | 40 | 39

N52°06'57"W 708.52'(T)

38.50' | 120.50' | 67.00' | 65.00' | 65.00' | 65.00'

N37°53'03"E 824.50'(M-M)

212.00'

N37°53'03"E 88.00'

LOT 0
12,928± SQ.FT.

1
7,236± SQ.FT.

2
7,020± SQ.FT.

3
7,020± SQ.FT.

4
7,020± SQ.FT.

5

N37°53'03"E 108.00'

10' PUE

9.75' | 1.00' | 9.75' | 1.00'

SEE SHEET 7

38.50' | 98.50' | 67.00' | 65.00' | 65.00' | 65.00'

N52°06'57"W 648.09'(T)

50.00'

N52°06'57"W 2.00'

C3

30.00' | 2.00' | 60.00'

SEE DETAIL "A"

SHERWOOD LANE

58.50' | 80.50' | 48.50' | 48.50'

N52°06'57"W 189.50'(M-M)

N52°06'57"W 519.09'(T)

N37°53'03"E

30.00'

N52°06'57"W 2.00'

N52°06'57"W 80.50'

R=20.00'
Δ=90°00'00"
L=31.42'

28.50'

50.00' | 48.50'

R=20.00'
Δ=90°00'00"
L=31.42'

N52°06'57"W 470.59'(T)

56.34' | 73.00' | 73.00'

38.50'

4' PUE

5.10' LME

R=10'

28.50' | 28.50'

R=10'
Δ=60°30'55"
L=21.12'

10' PUE

44
10,547± SQ.FT.

N43°19'05"E 107.25'

LME

89.35'(LME)

45
14,450± SQ.FT.

46
11,105 SQ.FT.

47
11,315± SQ.FT.

48

N37°53'03"E 155.00'

N37°53'03"E 169.10'(M-M)

119.10'

67.50'

N37°53'03"E 119.10'

119.10'(T)

67.50'

N37°53'03"E 122.10'(T)

122.10'

N37°53'03"E 115.42'

N52°06'57"W 122.50'

10' PUE

END LME

4' PUE

N37°53'03"E 113.63'(T)

31.70'

N52°06'57"W 43.47'

73.00'

SEE SHEET 7

51.60'

N37°53'03"E 169.10'(M-M)

119.10'

51.60'

CLAYHILL AVENUE

N73°25'44"W 81.93'

N16°34'16"E 51.10'

PSE

51.10'

43
9,921± SQ.FT.

38.50' | 38.50'

R=339.00'
Δ=4°12'25"
L=24.89'

28.50' | 28.50'

Δ=0°37'49"
L=3.10'

4' PUE

22.09'

33.85'

73.00'

N52°06'57"W 586.38'(T)

R=461.50'
Δ=4°12'25"
L=33.89'

N56°19'22"W(R) 122.50'

C1(M-M)

C2

C4

C5(M-M)

C6(T)
L=56.15'
Δ=11°24'31"

Δ=10°46'46"
L=53.05'

N63°31'32"W(R)

95.90'

N73°25'44"W 117.99'(T)

42

61

60

59

SEE SHEET 11

SEE SHEET 11

Curve Table			
Curve	Radius	Delta	Length
C1	500.00'	21°18'47"	185.99'
C2	461.50'	21°18'47"	171.67'
C3	20.00'	90°00'00"	31.42'

Curve Table			
Curve	Radius	Delta	Length
C4	339.00'	21°18'47"	126.10'
C5	310.50'	21°18'47"	115.50'
C6	282.00'	21°18'47"	104.90'

1.50' | N52°06'75"W 519.09'

48.50' | 48.50'

50.00' | 48.50'

DETAIL "A"
NOT TO SCALE

0 | 30 | 60 | 90

1 inch = 30 ft.

REFERENCES:

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LEGEND

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— — —	EXISTING EASEMENT LINE
- - - -	NEW EASEMENT LINE
— - —	MONUMENT LINE
·····	MONUMENT TIE LINE
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TRACY HILLS VILLAGE 14

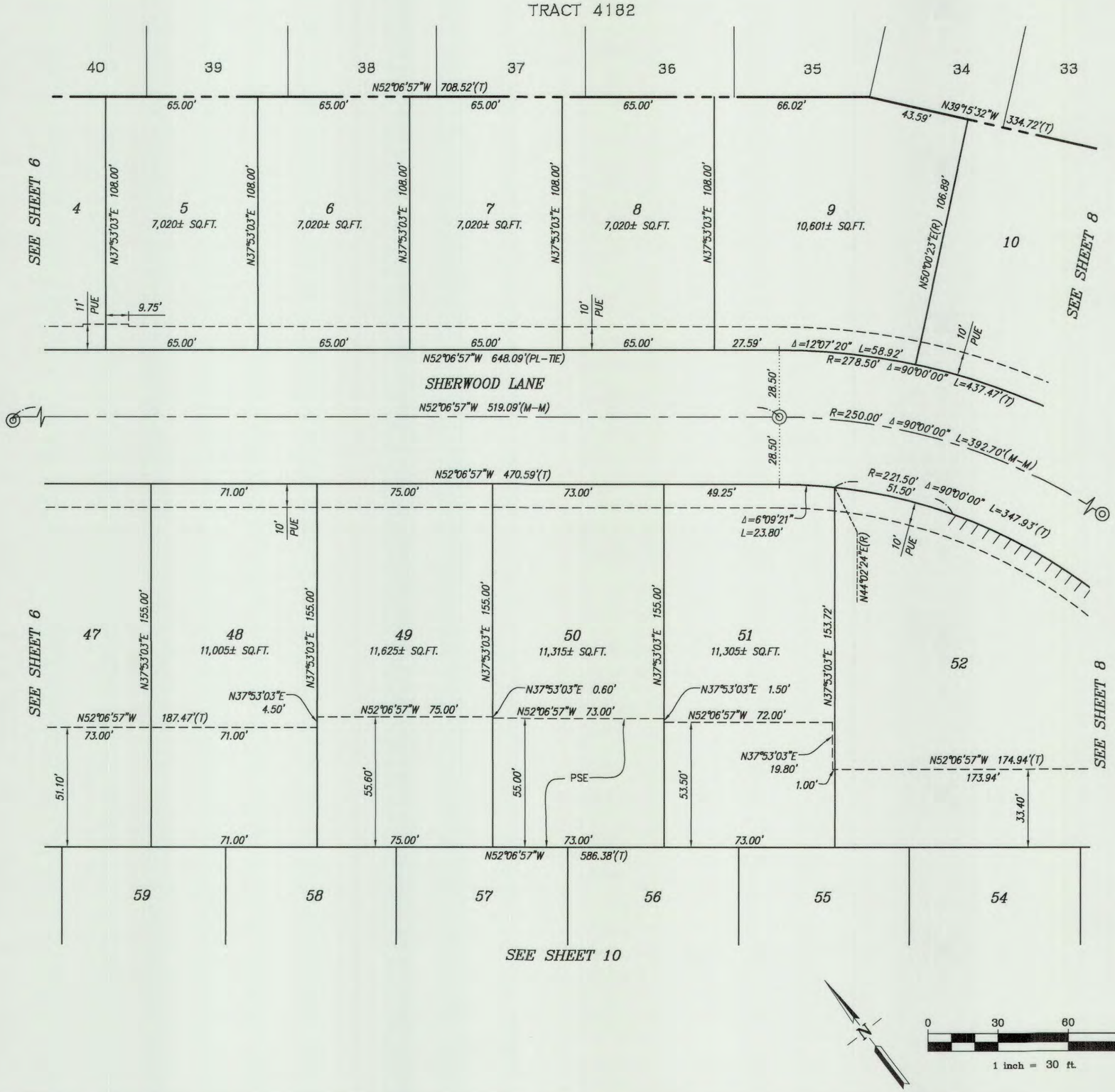
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JOB NO. 201068



REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
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(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) TRACT 4182 __M&P__
(9) PARCEL MAP, 27 PM 127

GRID NOTE:

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BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

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— — —	EXISTING EASEMENT LINE
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— - —	MONUMENT LINE
·····	MONUMENT TIE LINE
———	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
o	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
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PSE	PRIVATE SLOPE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SDE	STORM DRAIN EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M-M)	MONUMENT TO MONUMENT
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O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
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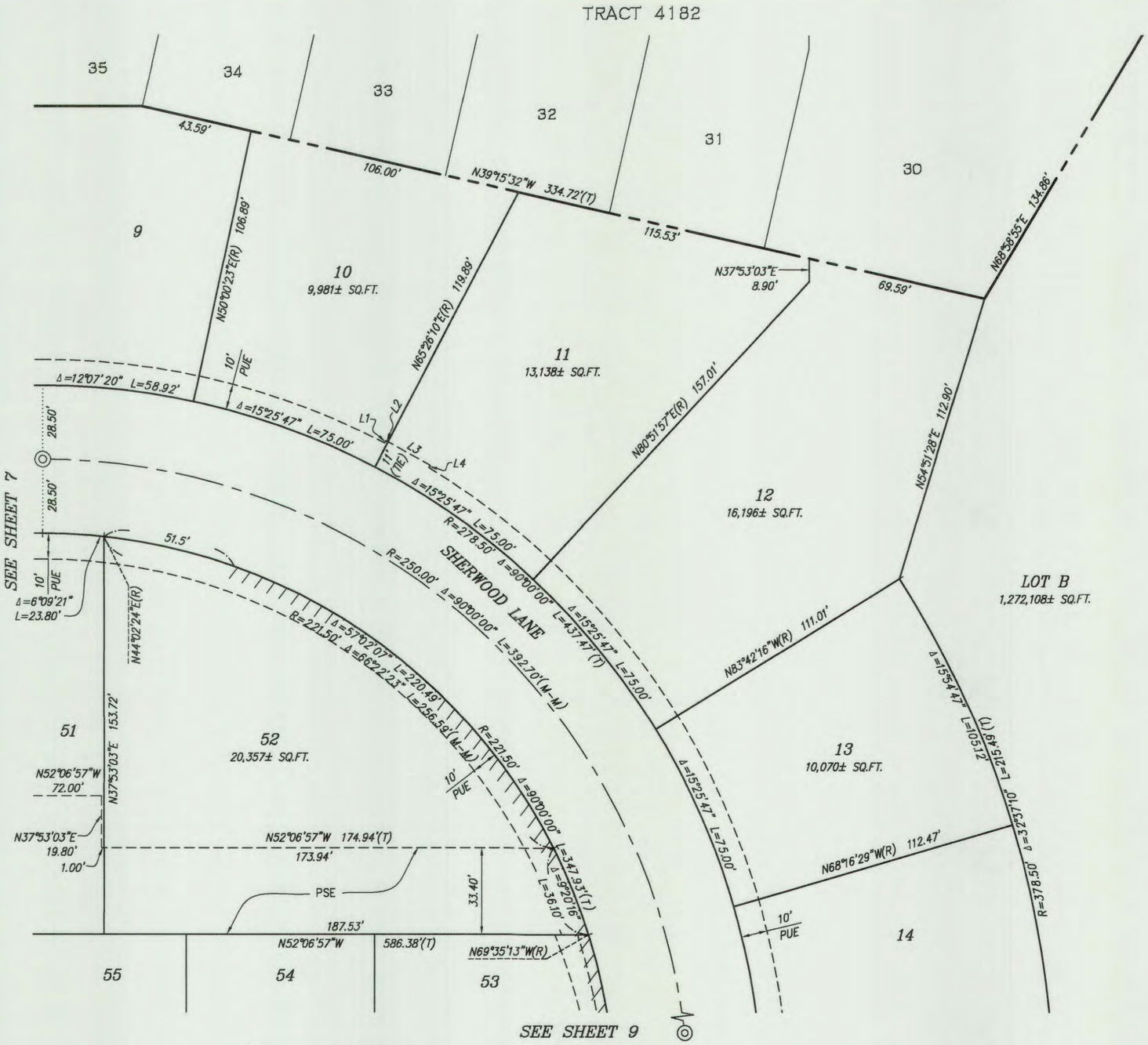
TRACT NO. 4183
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 14

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER AS SHOWN ON TRACT 4182 – TRACY HILLS VILLAGE 13 PER BOOK ___ OF MAPS AND PLATS AT PAGE ___ OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTIONS 18 & 19, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JULY 2025



Line Table		
Line	Bearing	Length
L1	N65°26'10"E	1.03'
L2	N22°49'30"W	1.00'
L3	N22°49'30"W	18.53'
L1	N65°26'10"E	1.03'

0 30 60 90

1 inch = 30 ft.

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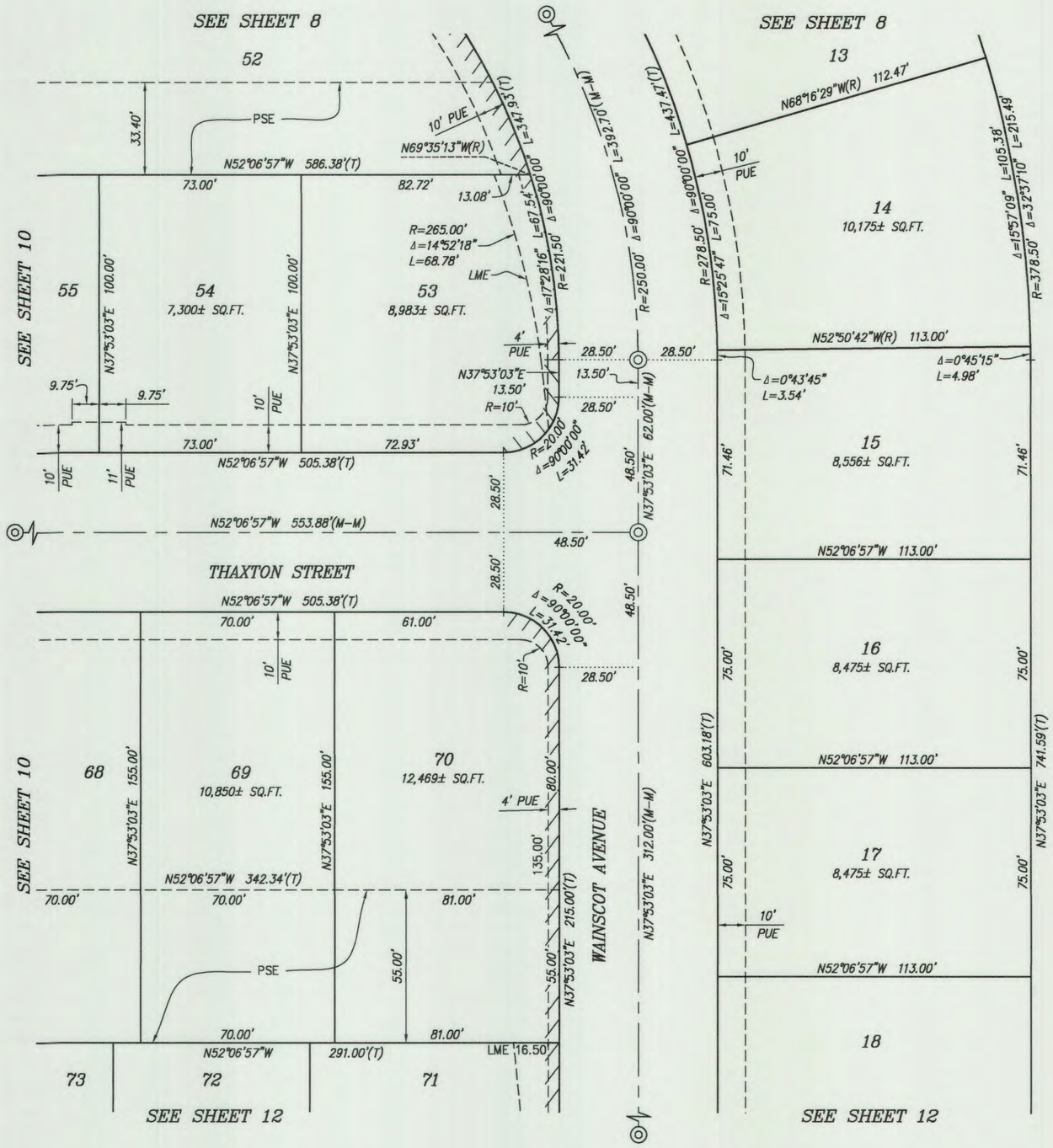
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SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

JULY 2025



LOT B

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0 30 60 90

1 inch = 30 ft.

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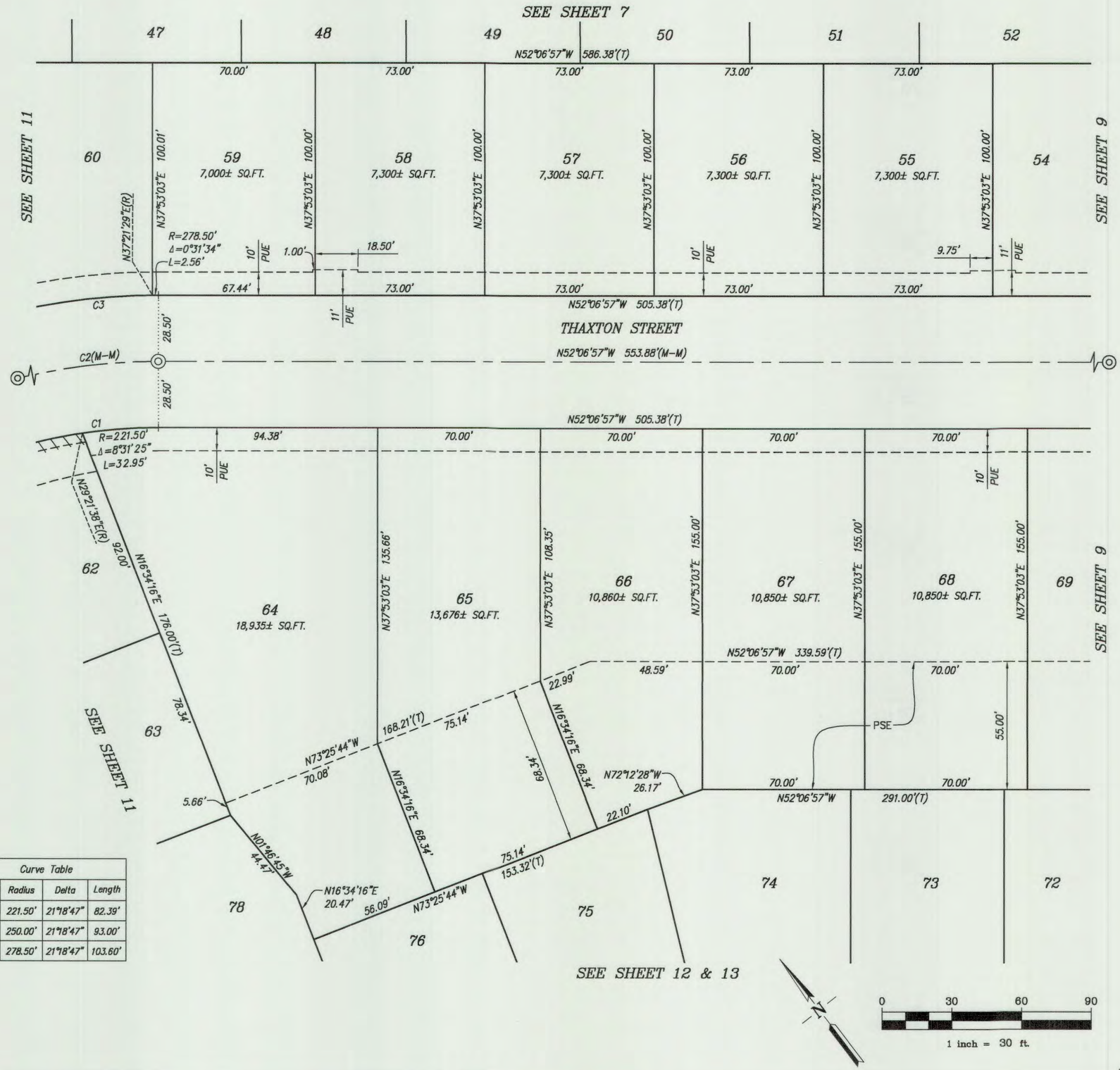
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RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JULY 2025

JOB NO. 201068



Curve Table			
Curve	Radius	Delta	Length
C1	221.50'	21°18'47"	82.39'
C2	250.00'	21°18'47"	93.00'
C3	278.50'	21°18'47"	103.60'

REFERENCES:

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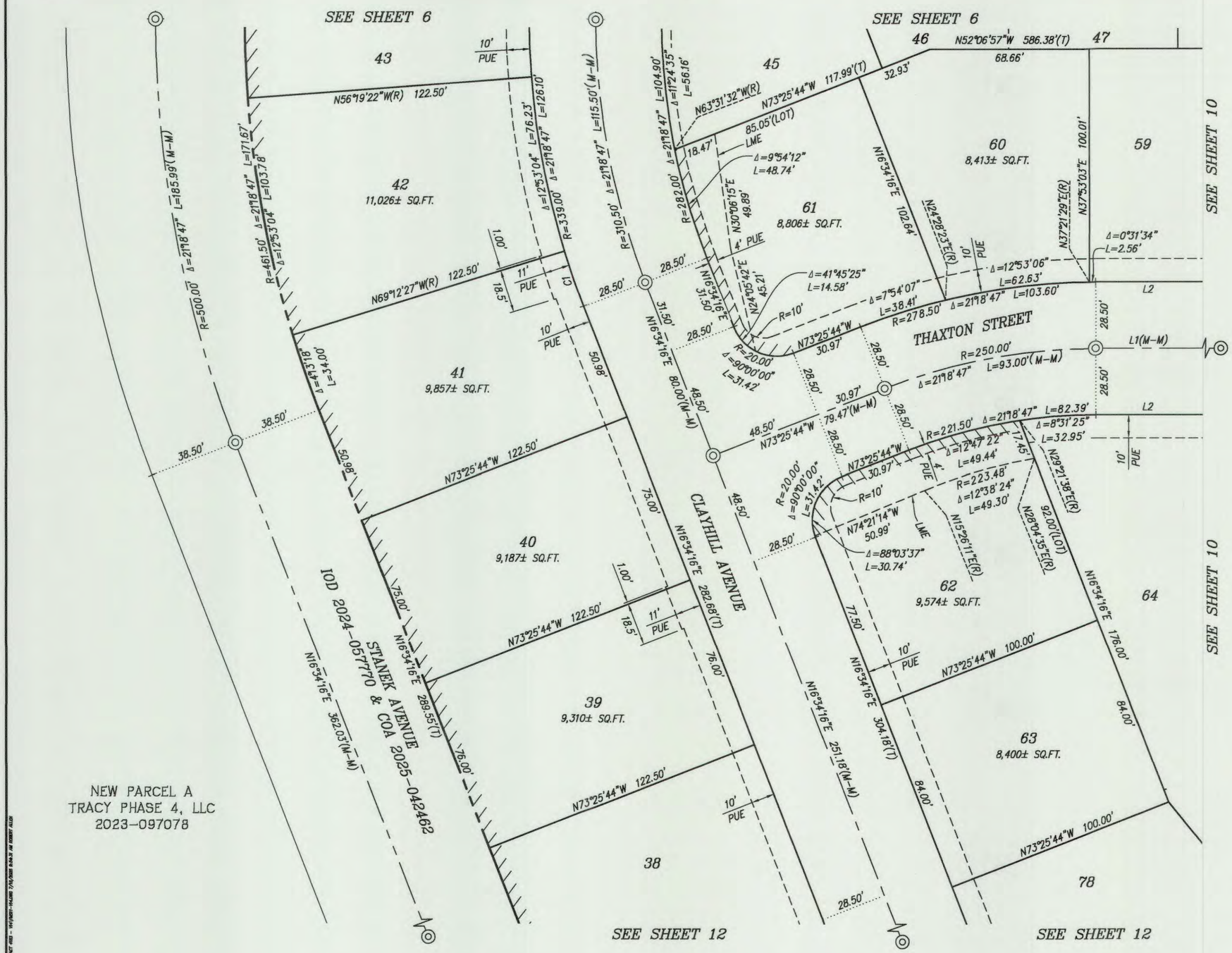
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PLEASANTON, CALIFORNIA

JULY 2025



Line Table		
Line	Bearing	Length
L1	N52°06'57"W	553.88'
L2	N52°06'57"W	505.38'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	339.00'	4°13'18"	24.98'

0 30 60 90

1 inch = 30 ft.

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PLEASANTON, CALIFORNIA
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JOB NO. 201068



Line Table		
Line	Bearing	Length
L1	N73°25'44"W	108.00'

Curve Table			
Curve	Radius	Delta	Length
C1	271.50'	21°18'47"	100.99'
C2	300.00'	21°18'47"	111.59'
C3	328.50'	21°18'47"	122.20'

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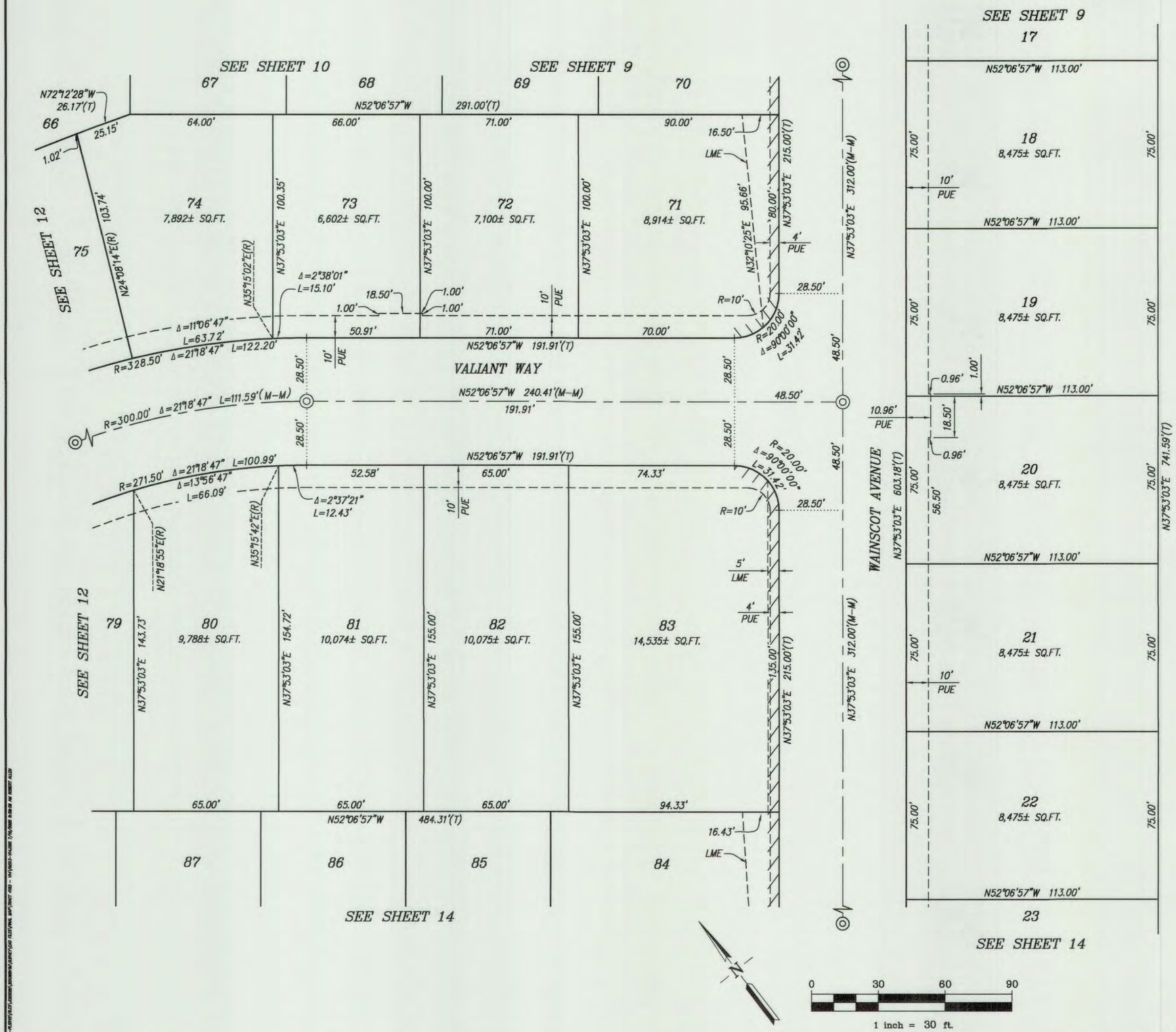
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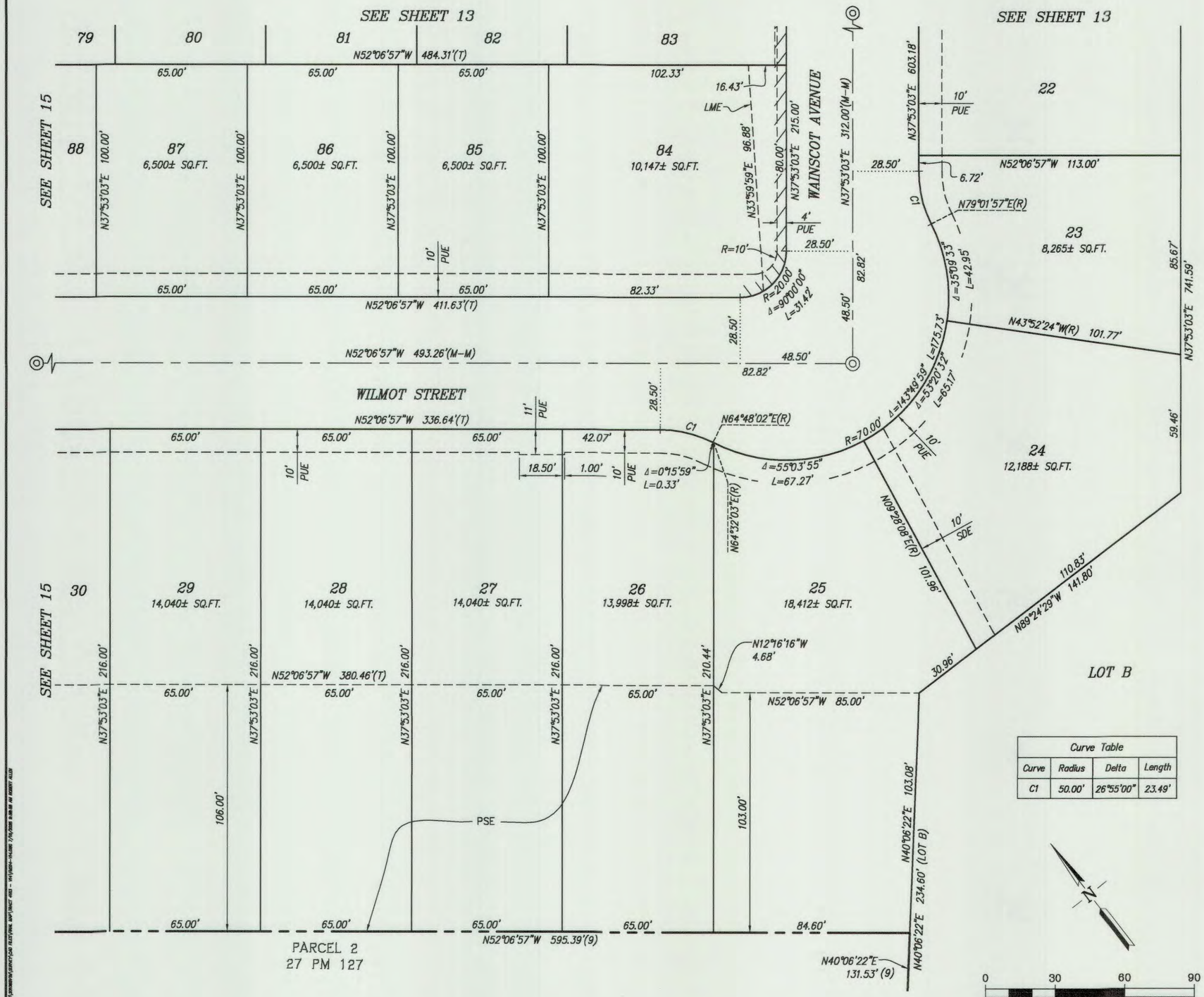
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JOB NO. 201068



REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) GRANT DEED, 2013-015451
(4) GRANT DEEDS, 2012-167580, 2012-167581, & 2005-249673
(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(6) PARCEL MAP, 25 PM 168
(7) RECORD OF SURVEY, 30 RS 163
(8) TRACT 4182 __M&P__
(9) PARCEL MAP, 27 PM 127

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

———	TRACT MAP BOUNDARY LINE
———	LOT LINE
— — —	EXISTING EASEMENT LINE
- - - -	NEW EASEMENT LINE
—— - ——	MONUMENT LINE
.....	MONUMENT TIE LINE
———	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
o	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
LME	LANDSCAPE MAINTENANCE EASEMENT
PSE	PRIVATE SLOPE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SDE	STORM DRAIN EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
(M-PL)	MONUMENT TO PROPERTY LINE
(TIE-PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTER'S RIGHTS RELINQUISHED
I.O.D	IRREVOCABLE OFFER OF DEDICATION
C.O.A.	CERTIFICATE OF ACCEPTANCE

TRACT NO. 4183
SUBDIVISIONS OF SAN JOAQUIN COUNTY

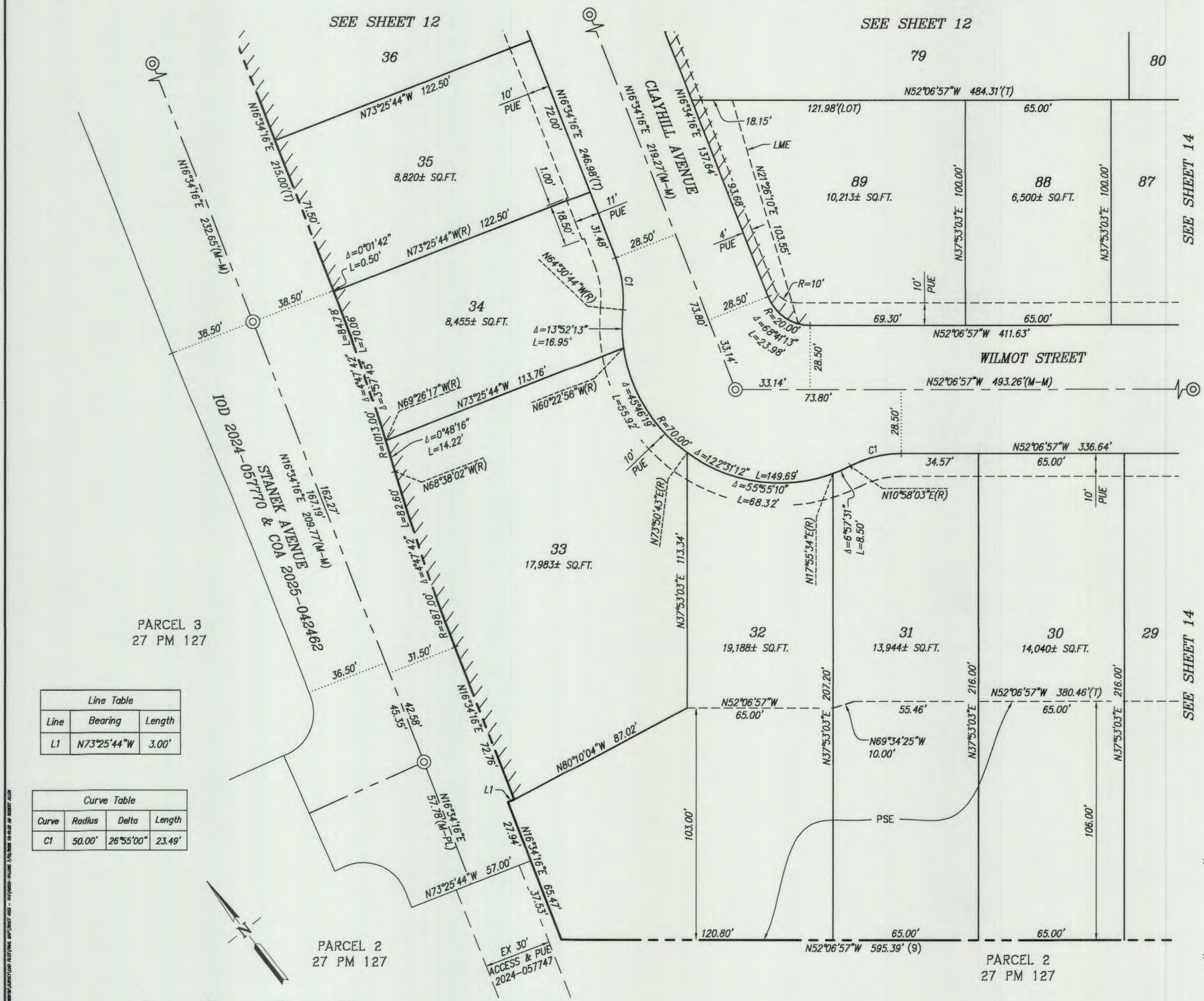
TRACY HILLS VILLAGE 14

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER AS SHOWN ON TRACT 4182 - TRACY HILLS VILLAGE 13 PER BOOK ___ OF MAPS AND PLATS AT PAGE ___ OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTIONS 18 & 19, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JULY 2025

JOB NO. 201068



Line Table		
Line	Bearing	Length
L1	N73°25'44"W	3.00'

Curve Table			
Curve	Radius	Delta	Length
C1	50.00'	26°55'00"	23.49'

REFERENCES:

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TRACT NO. 4183
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 14

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
AS SHOWN ON TRACT 4182 – TRACY HILLS VILLAGE 13
PER BOOK ___ OF MAPS AND PLATS AT PAGE ___
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SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JULY 2025

JOB NO. 201068

TRACT NO. 4183
SUBDIVISIONS OF SAN JOAQUIN COUNTY

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PLEASANTON, CALIFORNIA
JULY 2025

ADDITIONAL INFORMATION SHEET

ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES AND NOT INTENDED TO AFFECT RECORD TITLE INTEREST PER STATE OF CALIFORNIA GOVERNMENT CODE SECTION 66434.2 (THE SUBDIVISION MAP ACT):

NOTES:

1. APPROVAL OF THIS FINAL TRACT MAP IS SUBJECT TO THE VESTING TENTATIVE MAP (APPLICATION NUMBER TSM20–0003) CONDITIONS OF APPROVAL DATED OCTOBER 19, 2021.
2. THE AREAS DESIGNATED AS "LANDSCAPE MAINTENANCE EASEMENT" OR "LME" ARE FOR LANDSCAPING PURPOSES AND SHOWN HEREON FOR REFERENCE. THE LME'S ARE CREATED BY THE CONDITIONS, COVENANTS, AND RESTRICTIONS (CC&R'S) GOVERNING THIS FINAL MAP.
3. IT IS THE INTENT OF THE OWNER, THE VESTING TENTATIVE MAP, AND CONDITION OF APPROVAL THAT THESE PARCELS (LOT "B" AND LOT "O") BE OWNED BY THE HOME OWNERS ASSOCIATION THAT GOVERNS THIS FINAL MAP.
4. IT IS THE INTENT OF THE OWNER TO CONVEY, BY DEED, THE PRIVATE SLOPE EASEMENTS SHOWN HEREON TO THE UPLAND ADJOINING LOT OWNER.

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2025-_____

APPROVING AND AUTHORIZING THE RECORDATION OF A FINAL SUBDIVISION MAPS FOR TRACT 4181, TRACT 4182, AND TRACT 4183 LOCATED WITHIN THE TRACY HILLS SPECIFIC PLAN AREA.

WHEREAS, Lennar Homes of California, LLC, is a subdivider (Developer) within the residential development project commonly known as Tracy Hills Specific Plan (Project); and

WHEREAS, on April 5, 2016, City Council certified an Environmental Impact Report and approved a General Plan Amendment and a comprehensive update to the Tracy Hills Specific Plan; and

WHEREAS, on June 18, 2019, City Council passed Ordinance 1270 and amended the Tracy Hills Specific Plan; and

WHEREAS, on May 19, 2020, City Council passed Ordinance 1286 and amended the Tracy Hills Specific Plan; and

WHEREAS, on July 21, 2020, City Council passed Ordinance 1294 and amended the Tracy Hills Specific Plan; and

WHEREAS, on November 3, 2020, an application was submitted for a Vesting Tentative Subdivision Map (VTSM) for the Phase 2 of the Project to create 1,470 single-family residential lots and various other parcels on approximately 1,143 acres located south of Interstate-580 (I-580), west of Corral Hollow Road, Application Number TSM20-0003; and

WHEREAS, on October 6, 2021, the Planning Commission held a duly noticed public hearing and recommended that the City Council approve the VTSM for the Tracy Hills Phase 2 Project Application Number TSM20-0003; and

WHEREAS, on October 19, 2021, pursuant to Resolution No. 2021-153, the City Council approved General Plan Amendment for Tracy Hills Specific Plan Area GPA 21-0001 and pursuant to Resolution No. 2021-154, the City Council approved the VTSM; and

WHEREAS, the Final Maps for Tracts 4181, 4182, and 4183 are a subcomponent of Phase 2B of the Project and have been prepared and reviewed by City staff and found to be in substantial conformance with the approved tentative map and applicable conditions of approval; and

WHEREAS, the VTSM is subject to certain Conditions of Approval (COAs) which describe improvements that are required for approval of a Final Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards; and

WHEREAS, the Developer has guaranteed the construction of all public facilities necessary to serve the subdivision or mitigate any impacts created by the subdivision and has submitted the required security to guarantee completion of the required facilities through legally binding Subdivision Improvement Agreements (SIAs), and Offsite Improvement Agreements (OIAs); and

WHEREAS, staff recommends that the City Council approve the Final Maps for Tract 4181, Tract 4182 and Tract 4183; and

WHEREAS, the SIA is for the construction of streets, sidewalks curbs, gutters, sewers, water, and storm drain mains, landscaping, underground utilities, traffic signs, street signs, and other subdivision improvements; and

WHEREAS, when completed, the public roadway improvements will improve traffic flow; and

WHEREAS, there will be no fiscal impact associated with this action. The Developer has paid for the costs of plan checking, engineering inspection, and processing of the Final Maps and associated agreements. The cost to condition and evaluate the Project is reimbursed by the Developer with a Cost Recovery Agreement; and

WHEREAS, all public outreach for the Tracy Hills development (notifications, public hearings, etc.) was conducted for the Planning Commission and City Council hearings that were held to consider the specific plan approval, Environmental Impact Report (EIR), and VTSM for the overall project; and

WHEREAS, this action is consistent with the Final EIR certified by the City Council on April 5, 2016, for the Tracy Hills Specific Plan, (SCH#2013102053); and now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves the Final Maps for Tracts 4181, 4182, and 4183 within the Tracy Hills Specific Plan Area; and be it

FURTHER RESOLVED: That the City Council authorizes the City Manager, City Attorney, and City Clerk to take all such actions necessary to effectuate the purpose of this Resolution; and be it

FURTHER RESOLVED: That the City Council hereby finds that the actions set forth herein are consistent with the Final Environmental Impact Report certified by the City Council on April 5, 2016, for the Tracy Hills Specific Plan, (SCH#2013102053), by Resolution No. 2016-063, and therefore, pursuant to California Environmental Quality Act (CEQA) Guidelines Sections 15162, no further environmental review is necessary.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 19th day of August 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 – SIA - Tract 4181 - Tracy Hills Villages 11 and 12
Exhibit 2 – SIA - Tract 4182 - Tracy Hills Village 13
Exhibit 3 – SIA - Tract 4183 - Tracy Hills Village 14

City of Tracy – Subdivision Improvement Agreement
Tract 4181, Tracy Hills Village 11 and 12

Doc #: 2024-103333
11/22/2024 11:30:11 AM
Page: 1 of 22 Fee: $0
Steve J. Bestolarides
San Joaquin County Recorders
Paid By: SHOWN ON DOCUMENT

Recording Requested By:

City of Tracy
Development Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: Adrianne Richardson

(No recording fee under Government Code Section 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

City of Tracy
SUBDIVISION IMPROVEMENT AGREEMENT
Tract 4181 - Tracy Hills Villages 11 and 12

This **SUBDIVISION IMPROVEMENT AGREEMENT** ("**Agreement**") is made and entered into by and between the **CITY OF TRACY** a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company (hereinafter "**Developer**"). The effective date of this Agreement shall be the date on which City executes the Agreement ("**Effective Date**").

Recitals

A. Developer is the party responsible for the construction of the public improvements within a portion of the real property comprising the subject Final Subdivision Map for Tract 4181 - Tracy Hills Village 11 and 12, and being more particularly described in ***Exhibit "A"*** attached hereto and incorporated herein by reference (hereinafter "**Project**"). DRP SOLARIS MULTISTATE, LLC is a landbank holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consents to the recordation of this Agreement as evidenced by its signature below.

B. October 19, 2021, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154 ("**Tentative Map**"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by a Homeowner's Association, Developer or City on approximately 1,143 acres within

the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk, and is incorporated herein by this reference.

C. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("**Conditions of Approval**"). The Conditions of Approval describe, among other things, improvements that are required for approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards.

D. In accordance with the Subdivision Map Act (California Government Code sections 66410, et seq) and the Subdivision Ordinance (Tracy Municipal Code, Title 12), Developer has submitted to the City the Final Subdivision Map for Tract 4181 - Tracy Hills Village 11 and 12 (the "**Final Subdivision Map**"), consisting of 115 single-family residential lots, and other parcels to be owned by a Homeowner's Association, all to be located on approximately 30.77+/- acres within the boundaries of the Project. **Exhibit "B"** shows the overall Project area and the location of the Final Subdivision Map for Tract 4181 - Tracy Hills Village 11 and 12. Developer is required to execute this Agreement as a condition of the City's approval of the Final Subdivision Map.

E. In accordance with the Conditions of Approval, Developer has prepared, and the City Engineer has approved, certain improvement plans and specifications (which incorporate portions of the City's Standard Specifications), which describe the improvements that are required for approval of the Final Subdivision Map and are incorporated herein by reference. The approved plans and specifications ("**Approved Plans and Specifications**") include: *(a) Fifteen (15) sheets of improvement plans entitled "Improvement Plans-Tract 4181- Villages 11& 12 Tracy Hills Phase 2B" prepared by Ruggeri-Jensen-Azar dated March 22, 2024; (b) five (5) sheets of joint trench plans entitled "Joint Trench Composite Plan Tracy Hills Phase 2B Villages 11&12" prepared by Power Systems Design dated February 29, 2024; (c) four (4) sheets of street light plans entitled "City of Tracy Street Light Plan Set Tracy Hills Villages 11 & 12" prepared by Power Systems Design dated February 29, 2024; (d) twenty-six (26) sheets of landscape construction drawings entitled "Village 11 Landscape Improvement Plans Tracy Hills Phase 2B-1", prepared by FORMA, dated April 10, 2024; and (e) twenty-six (26) sheets of landscape construction drawings entitled "Village 12 Landscape Improvement Plans Tracy Hills Phase 2b-1", prepared by FORMA, dated April 10, 2024.* The improvement plans, joint trench plans and street lighting plans are on file with the City Engineer under Tracking No. ENG23-0020 and the landscape plans are on file with the City Engineer under Tracking No. ENG23-0021/22 (the "**Landscape Plans**"), all incorporated herein by reference.

F. Because the required improvements have not been completed, Developer is required to execute this Agreement as authorized by Government Code section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location**. Developer shall perform, or cause to be performed, the work in the manner and as described in the Approved Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement (the "**Work**"). The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws. Developer shall perform all Work at the locations and grades shown on the Approved Plans and Specifications. Developer (a) has acquired any necessary easement or right-of-way or(b) has entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

2. **Time of Performance**. Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

   2.1 **Commencement of Work**. The Work shall begin within 60 days after the Effective Date of the Agreement. No later than fifteen (15) days prior to the commencement of such Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence Work. To the extent required, Developer shall not commence Work until after the notice required by this section is properly provided, and Developer shall not commence Work prior to the date specified in the written notice.

   2.2 **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

   2.3 **Completion of Work**. Developer shall complete all Work by no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.1 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.

3. **Improvement Security**. Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision

Map Act including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:

3.1 **Faithful Performance** security in the amount of **$5,321,015** to secure faithful performance of this Agreement.

3.2 **Labor and Material** security in the amount of **$5,321,015** to secure payment by Developer to laborers and materialmen.

3.3 **Warranty** security in the amount of **$532,101** to guarantee improvements against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

3.4 **Monumentation** security in the amount of **$35,250.00** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

4. **Indemnification**. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 14, below, has expired, at which time the indemnification obligations under this Section 4 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 4 are in addition to all other Developer's obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 14, below.

5. **Insurance**. Concurrently with the execution of this Agreement by Developer, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 5 are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

5.1 **General**. Developer shall, throughout the duration of this Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the

performance of services under this Agreement at the minimum levels set forth herein.

5.2 **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

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

5.4 **Automobile Liability** (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

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

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

5.6 **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

5.6.1 The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

5.6.2 For any claims related to this Agreement, Developer's coverage shall be primary insurance with respect to the City. Any insurance

maintained by the City shall be excess of Developer's insurance and shall not contribute with it.

5.6.3 Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

5.7 **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

5.8 **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

5.9 **Insurance Certificate**. Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

5.10 **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

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

6. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

7. **Default**

7.1 **Notice of Default**. In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written

notice to Developer and Developer's surety (if any) in which the default is described.

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

7.2.1 Developer fails to complete the work by the Trigger Date as required by the Conditions.

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

7.2.3 Developer abandons the Work site.

7.2.4 Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 7.3 below.

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

7.2.6 Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 7.3 below.

7.3 **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

7.3.1 Demand that Developer complete performance of the Work.

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

7.3.3 Resort to any judicial remedies available to the City.

8. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

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

10. **Inspection by the City; Inspection Fees**. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

    10.1 **Inspection Fees**. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer).

    In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

11. **[Intentionally Left Blank]**

12. **Developer's Authorized Representative**. At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent ("**Authorized Representative**") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. **Exhibit "C"** attached hereto includes the initial contact information referenced in this Section 12.

13. **Acceptance of Work**. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

14. **Warranty Period**. Developer shall warrant the quality of the Work, in accordance with the terms of the Approved Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement,

Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

15. **[Intentionally Left Blank]**

16. **Miscellaneous**.

16.1 **Notices**. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	DRP Solaris Multistate, LLC 590 Madison Avenue, 13th Floor New York, NY 10022 Attn: Houdin Honarvar Houdin.honarvar@dwpartners.com

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

16.2 **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

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

16.4 **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.

16.5 **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or

delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

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

16.7 **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

16.8 **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)
B. Tract Location (Recital D.)
C. Subdivider's Authorized Representative Information (Section 12.)

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

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

[*Signatures of Following Pages*]

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

CITY OF TRACY,

a municipal corporation

By: Nancy D. Young
Title: Mayor

Date: 11/12/2024

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

By: Bridgit Koller
Title: Vice President

Date: 9/11/24

Attest:

By: Adrianne Richardson
Title: City Clerk

Date: 11/12/2024

Approved As To Form:

Kandpreet Gill for

By: Bijal M. Patel
Title: City Attorney

Date: November 12, 2024

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of San Joaquin }

On November 11, 2024 before me, Necy Enid Lopez, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Nancy D. Young
Name(s) of Signer(s)

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

NECY ENID LOPEZ
Notary Public - California
San Joaquin County
Commission # 2445619
My Comm. Expires May 1, 2027

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature Necy Enid Lopez
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agreement Tract 4181

Document Date: November 11, 2024 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

Consent to Recordation

DRP SOLARIS MULTISTATE, LLC, is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Subdivision Improvement Agreement.

DRP SOLARIS MULTISTATE, LLC
a Delaware Limited Liability Company

By: Domain Solaris Holdings, LLC
Its: Manager

By: DW General Partner, LLC, its Manager

By: Houdin Honarvar
Its: Authorized Signatory
Date: 9-12-2024

[ATTACHED]

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

STATE OF CALIFORNIA
COUNTY OF Contra Costa

On this 11 day of September, 2024 before me, Ashley Edley, Notary Public, personally appeared Bridgit Koller, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

ASHLEY EDLEY
Notary Public - California
Contra Costa County
Commission # 2484939
My Comm. Expires Mar 19, 2028

Signature: Ashley Edley (Seal)

State of New York)
) ss.:
County of New York)

On the 12th day of September in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared Houdin Honarvar, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies),and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(SEAL)

Josephine G. Cimino
Notary Public

JOSEPHINE G CIMINO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CI0026551
Qualified in Nassau County
My Commission Expires 7-5-2028

EXHIBIT "A"

(Legal Description of Property)

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND BEING A PORTION OF NEW PARCEL B AS SAID PARCEL IS DESCRIBED IN THE GRANT DEED TO TRACY PHASE 3, LLC RECORDED NOVEMBER 29, 2023, AS DOCUMENT NO. 2023-097077, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST NORTHEASTERN CORNER OF NEW PARCEL B, SAME CORNER COMMON WITH THE MOST NORTHERN CORNER OF TRACT 4134 (VILLAGES 5 & 6), OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;
THENCE ALONG THE LINE COMMON TO SAID NEW PARCEL B AND TRACT 4134, THE FOLLOWING THIRTY (30) COURSES:
1) SOUTH 37° 53' 03" WEST - 182.06 FEET;
2) SOUTH 52° 06' 57" EAST - 5.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;
3) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";
4) SOUTH 37° 53' 03" WEST - 5.00 FEET;
5) SOUTH 37° 53' 03" WEST - 167.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;
6) IN A WESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";
7) NORTH 52° 06' 57" WEST - 167.00 FEET;
8) SOUTH 37° 53' 03" WEST - 57.00 FEET;
9) SOUTH 52° 06' 57" EAST - 5.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;
10) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";
11) SOUTH 37° 53' 03" WEST - 107.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;
12) IN A WESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";
13) NORTH 52° 06' 57" WEST - 5.00 FEET;
14) SOUTH 37° 53' 03" WEST - 57.00 FEET;
15) SOUTH 52° 06' 57" EAST - 5.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;
16) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";
17) SOUTH 37° 53' 03" WEST - 180.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;
18) IN A WESTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";
19) NORTH 52° 06' 57" WEST - 5.00 FEET;
20) SOUTH 37° 53' 03" WEST - 57.00 FEET;
21) SOUTH 52° 06' 57" EAST - 5.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;
22) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";
23) SOUTH 37° 53' 03" WEST - 5.00 FEET;
24) SOUTH 52° 06' 57" EAST - 57.00 FEET;
25) NORTH 37° 53' 03" EAST - 5.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;
26) IN AN EASTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";
27) SOUTH 52° 06' 57" EAST - 65.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;
28) IN A SOUTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";
29) SOUTH 37° 53' 03" WEST - 466.00 FEET TO AN EASTERLY CORNER OF SAID NEW PARCEL B, SAME CORNER COMMON WITH THE MOST SOUTHWEST CORNER OF SAID TRACT 4134;
30) SOUTH 52° 06' 57" EAST - 149.50 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS SOUTH 36° 25' 14" WEST;

THENCE CROSSING THROUGH SAID NEW PARCEL B THE FOLLOWING THREE (3) COURSES:
1) IN A WESTERLY DIRECTION 123.69 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 80.04 FEET AND THROUGH A CENTRAL ANGLE OF 88° 32' 11";
2) SOUTH 37° 53' 03" WEST - 25.44 FEET;
3) NORTH 52° 06' 57" WEST - 79.00 FEET TO THE WEST LINE OF SAID NEW PARCEL B;
THENCE ALONG THE WEST LINE OF NEW PARCEL B THE FOLLOWING TWENTY-EIGHT (28) COURSES:
1) NORTH 37° 53' 03" EAST - 23.45 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;
2) IN A NORTHERLY DIRECTION 128.81 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 82.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";
3) NORTH 52° 06' 57" WEST - 876.82 FEET;
4) NORTH 37° 53' 03" EAST - 208.00 FEET;
5) NORTH 52° 06' 57" WEST - 64.68 FEET;
6) NORTH 37° 53' 03" EAST - 57.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS NORTH 37° 53' 03" EAST;
7) IN AN EASTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";
8) NORTH 37° 53' 03" EAST - 176.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;
9) IN A NORTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";
10) NORTH 52° 06' 57" WEST - 5.00 FEET;
11) NORTH 37° 53' 03" EAST - 57.00 FEET;
12) TO THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS NORTH 37° 53' 03" EAST;
13) IN AN EASTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";
14) NORTH 37° 53' 03" EAST - 168.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;
15) IN A NORTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";
16) NORTH 37° 53' 03" EAST - 57.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS NORTH 37° 53' 03" EAST;
17) IN AN EASTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";
18) NORTH 37° 53' 03" EAST - 80.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;
19) IN A NORTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";
20) NORTH 37° 53' 03" EAST - 57.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT FROM WHICH THE CENTER BEARS NORTH 37° 53' 03" EAST;
21) IN AN EASTERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";
22) NORTH 37° 53' 03" EAST - 167.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;
23) IN A NORTHERLY DIRECTION 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";
24) NORTH 37° 53' 03" EAST - 41.50 FEET;
25) SOUTH 52° 06' 57" EAST - 17.00 FEET;
26) NORTH 36° 45' 28" EAST - 151.15 FEET;
27) SOUTH 53° 14' 32" EAST - 188.92 FEET;
28) SOUTH 52° 05' 47" EAST - 803.09 FEET TO THE POINT OF BEGINNING.
THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A LOT LINE ADJUSTMENT LLA NO. MS 23-0004, RECORDED NOVEMBER 28, 2023, AS INSTRUMENT NO. 2023-096708 OF OFFICIAL RECORDS.
EXCEPT THEREFROM ALL OIL, GAS, HYDROCARBONS AND OTHER MINERALS AS CONVEYED TO BERTHA G. BERGER, A WIDOW, VERA GRUNAUER, A SINGLE WOMAN, AND DORIS G. POWELL, A SINGLE WOMAN, BY DEED RECORDED MARCH 27, 1959 IN BOOK 2160, PAGE 308, OF OFFICIAL RECORDS,

WHICH PROVIDES AS FOLLOWS: TOGETHER WITH ALL RIGHTS NECESSARY AND PROPER FOR THE PURPOSE OF DRILLING AND EXPLORING FOR SAID SUBSTANCES AND REMOVING THE SAME THEREFROM, AS TO THE PORTION OF SAID LAND DESCRIBED THEREIN.
ALSO EXCEPT THEREFROM ALL OIL, GAS, MINERAL AND HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET BELOW THE SURFACE, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN THE DEED RECORDED JULY 20, 1992 AS DOCUMENT NO. 92083244 SAN JOAQUIN COUNTY RECORDS, AS TO THE PORTION OF SAID LAND DESCRIBED THEREIN.
ALSO EXCEPT THEREFROM ALL OIL, GAS, AND MINERAL RIGHTS LYING BELOW A DEPTH OF 500 FEET BELOW THE SURFACE, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN THE DEED RECORDED FEBRUARY 23, 2006, INSTRUMENT NO. 2006-040904, OF OFFICIAL RECORDS, AS TO THE

PORTION OF SAID LAND DESCRIBED THEREIN.

EXHIBIT "B"
Tract Location

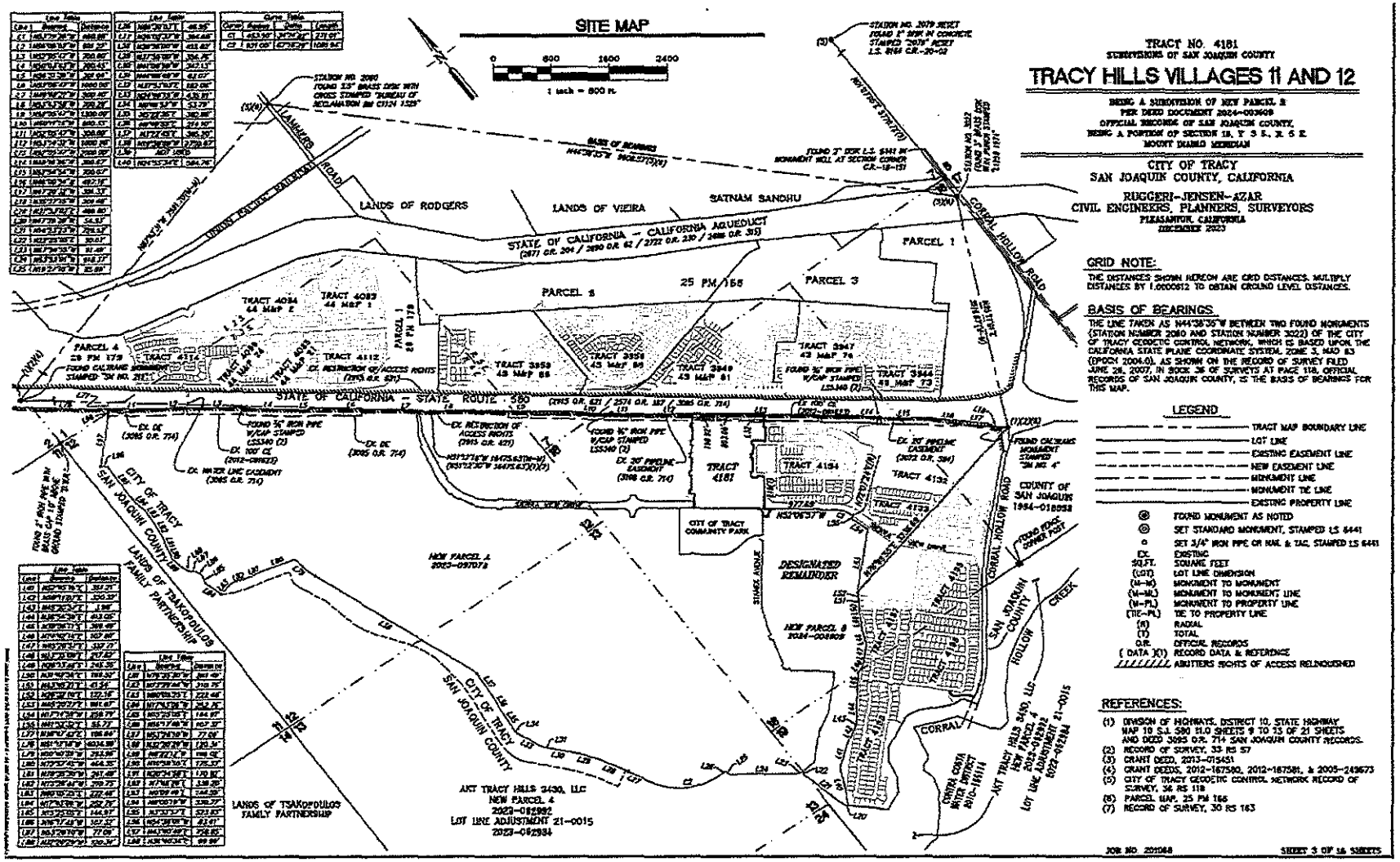

SITE MAP
0 800 1600 2400
1 inch = 800 ft.
TRACT NO. 4181
SUBDIVISIONS OF SAN JOAQUIN COUNTY
TRACY HILLS VILLAGES 11 AND 12
BEING A SUBDIVISION OF NEW PARCEL 2
PER DEED DOCUMENT 2024-003609
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 18, T 3 S., R 5 E.
MOUNT DIABLO MERIDIAN
CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
DECEMBER 2023
GRID NOTE:
THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.
BASIS OF BEARINGS
THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2080 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 28, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.
LEGEND
TRACT MAP BOUNDARY LINE
LOT LINE
EXISTING EASEMENT LINE
NEW EASEMENT LINE
MONUMENT LINE
MONUMENT TIE LINE
EXISTING PROPERTY LINE
FOUND MONUMENT AS NOTED
SET STANDARD MONUMENT, STAMPED LS 6441
SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
EX. EXISTING
SQ.FT. SQUARE FEET
(LOT) LOT LINE DIMENSION
(M-M) MONUMENT TO MONUMENT
(M-ML) MONUMENT TO MONUMENT LINE
(M-PL) MONUMENT TO PROPERTY LINE
(TIE-PL) TIE TO PROPERTY LINE
(R) RADIAL
(T) TOTAL
O.R. OFFICIAL RECORDS
(DATA)(1) RECORD DATA & REFERENCE
ABUTTERS RIGHTS OF ACCESS RELINQUISHED
REFERENCES:
(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 590 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3)(5) GRANT DEED, 2013-015451
(4) GRANT DEEDS, 2012-167580, 2012-167581, & 2005-249673
(5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(6) PARCEL MAP, 25 PM 166
(7) RECORD OF SURVEY, 30 RS 163
JOB NO. 201048
SHEET 3 OF 16 SHEETS
STATE OF CALIFORNIA - STATE ROUTE 580
LANDS OF RODGERS
LANDS OF VIEIRA
SATNAM SANDHU
STATE OF CALIFORNIA - CALIFORNIA AQUEDUCT
PARCEL 1
PARCEL 2
PARCEL 3
25 PM 166
TRACT 4181
TRACT 4154
TRACT 4132
TRACT 4139
DESIGNATED REMAINDER
NEW PARCEL A 2023-097078
NEW PARCEL B 2024-003609
CITY OF TRACY COMMUNITY PARK
COUNTY OF SAN JOAQUIN 1994-018058
CORRAL HOLLOW ROAD
LANDS OF TSAKOPOULOS FAMILY PARTNERSHIP
CITY OF TRACY SAN JOAQUIN COUNTY
AKT TRACY HILLS 2430, LLC NEW PARCEL A 2023-082982 LOT LINE ADJUSTMENT 21-0015 2023-082934
AKT TRACY HILLS BLVD, LLC NEW PARCEL A 2023-013932 LOT LINE ADJUSTMENT 21-0015 2022-067284
CORRAL
SAN JOAQUIN COUNTY
CREEK
HOLLOW
CONTRA COSTA WATER DISTRICT 80C-181114
TRACT 4034 44 MAP 2
TRACT 4033 44 MAP 1
TRACT 4112
TRACT 3959 43 MAP 88
TRACT 3958 43 MAP 86
TRACT 3949 43 MAP 81
TRACT 3947 43 MAP 74
TRACT 3944 43 MAP 73
PARCEL A 25 PM 179
PARCEL 1 25 PM 179
STATION NO. 2080 FOUND 3.5" BRASS DISC WITH CROSS STAMPED "BUREAU OF RECLAMATION BM CIIA 1.525"
STATION NO. 3022 FOUND 3" BRASS DISC WITH PUNCH STAMPED "2.1359 1971"
FOUND 3" DISK L.S. 6441 IN MONUMENT WELL AT SECTION CORNER C.R.-18-151
FOUND 2" IRON PIPE WITH BRASS CAP 1.5" ABOVE GROUND STAMPED "2.1359 1971"
FOUND 3/4" IRON PIPE W/CAP STAMPED LS5340 (2)
FOUND 3/4" IRON PIPE W/CAP STAMPED LS5340 (3)
FOUND CALTRANS MONUMENT STAMPED "2M NO. 4"
FOUND FENCE CORNER POST
EX. 30' PIPELINE EASEMENT (3072 O.R. 594)
EX. 30' PIPELINE EASEMENT (3096 O.R. 714)
EX. RESTRICTION OF ACCESS RIGHTS (3095 O.R. 721)
EX. WATER LINE EASEMENT (3095 O.R. 714)
EX. DE (3095 O.R. 714)
EX. 100' CE (2012-167581)
EX. CE (3095 O.R. 714)
FOUND 2" IRON PIPE W/ BRASS CAP 1.5" ABOVE GROUND STAMPED "2.1359 1971"
LAMMERS ROAD
INDUSTRIAL RAILROAD
CORRAL HOLLOW ROAD
TRACY BLVD.
HOLMES AVENUE
SCHULTE ROAD
BASIS OF BEARINGS N44°38'35"W 2639.28'(M)
N44°42'W 2639.28'(M)
N44°38'35"W 2639.28'(M)
N44°38'35"W 2639.28'(M)
N44°38'35"

Exhibit "C"

Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Sergio Perez	Lennar Homes	925.315.0366
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

Recording Requested By:

City of Tracy
Development Services
333 Civic Center Plaza
Tracy, CA 95376

Doc #: 2025-027606
04/03/2025 03:00:44 PM
Page: 1 of 21 Fee: $0
Steve J. Bestolarides
San Joaquin County Recorders
Paid By: SHOWN ON DOCUMENT

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: Adrianne Richardson

(No recording fee under Government Code Section 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

City of Tracy
SUBDIVISION IMPROVEMENT AGREEMENT
Tract 4182 - Tracy Hills Village 13

This **SUBDIVISION IMPROVEMENT AGREEMENT** ("**Agreement**") is made and entered into by and between the **CITY OF TRACY** a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company (hereinafter "**Developer**"). The effective date of this Agreement shall be the date on which City executes the Agreement ("**Effective Date**").

Recitals

A. Developer is the party responsible for the construction of the public improvements within a portion of the real property comprising the subject Final Subdivision Map for Tract 4182 - Tracy Hills Village 13, and being more particularly described in ***Exhibit "A"*** attached hereto and incorporated herein by reference (hereinafter "**Project**"). DRP SOLARIS MULTISTATE, LLC is a landbank holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consents to the recordation of this Agreement as evidenced by its signature below.

B. October 19, 2021, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154 ("**Tentative Map**"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by a Homeowner's Association, Developer or City on approximately 1,143 acres within

the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk, and is incorporated herein by this reference.

C. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("**Conditions of Approval**"). The Conditions of Approval describe, among other things, improvements that are required for approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards.

D. In accordance with the Subdivision Map Act (California Government Code sections 66410, et seq) and the Subdivision Ordinance (Tracy Municipal Code, Title 12), Developer has submitted to the City the Final Subdivision Map for Tract 4182 - Tracy Hills Village 13 (the "**Final Subdivision Map**"), consisting of 122 single-family residential lots, and other parcels to be owned by a Homeowner's Association, all to be located on approximately 31.25 +/- acres within the boundaries of the Project. **Exhibit "B"** shows the overall Project area and the location of the Final Subdivision Map for Tract 4182 - Tracy Hills Village 13. Developer is required to execute this Agreement as a condition of the City's approval of the Final Subdivision Map.

E. In accordance with the Conditions of Approval, Developer has prepared, and the City Engineer has approved, certain improvement plans and specifications (which incorporate portions of the City's Standard Specifications), which describe the improvements that are required for approval of the Final Subdivision Map and are incorporated herein by reference. The approved plans and specifications ("**Approved Plans and Specifications**") include: *(a) Fifteen (15) sheets of improvement plans entitled "Improvement Plans-Tract 4182- Village 13 Tracy Hills Phase 2B" prepared by Ruggeri-Jensen-Azar dated June 26, 2024; (b) seven (7) sheets of joint trench plans entitled "Joint Trench Composite Plan Tracy Hills Phase 2B Village 13" prepared by Power Systems Design dated May 3, 2024; (c) six(6) sheets of street light plans entitled "City of Tracy Street Light Plan Set Tracy Hills Village 13" prepared by Power Systems Design dated February 5, 2024; and (d) thirty-eight (38) sheets of landscape construction drawings entitled "Village 13 Landscape Improvement Plan Tracy Hills Phase 2B-1", prepared by FORMA, dated April 10, 2024.* The improvement plans, joint trench plans and street lighting plans are on file with the City Engineer under Tracking No. ENG23-0023 and the landscape plans are on file with the City Engineer under Tracking No. ENG23-0024 (the "**Landscape Plans**"), all incorporated herein by reference.

F. Because the required improvements have not been completed, Developer is required to execute this Agreement as authorized by Government Code section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location**. Developer shall perform, or cause to be performed, the work in the manner and as described in the Approved Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement (the "**Work**").

The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws. Developer shall perform all Work at the locations and grades shown on the Approved Plans and Specifications. Developer (a) has acquired any necessary easement or right-of-way or(b) has entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

2. **Time of Performance**. Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

2.1 **Commencement of Work**. The Work shall begin within 60 days after the Effective Date of the Agreement. No later than fifteen (15) days prior to the commencement of such Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence Work. To the extent required, Developer shall not commence Work until after the notice required by this section is properly provided, and Developer shall not commence Work prior to the date specified in the written notice.

2.2 **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

2.3 **Completion of Work**. Developer shall complete all Work by no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.1 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.

3. **Improvement Security**. Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:

3.1 **Faithful Performance** security in the amount of **$4,809,841.00** to secure faithful performance of this Agreement.

3.2 **Labor and Material** security in the amount of **$4,809,841.00** to secure payment by Developer to laborers and materialmen.

3.3 **Warranty** security in the amount of **$480,984.00** to guarantee improvements against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

3.4 **Monumentation** security in the amount of **$37,250.00** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

4. **Indemnification**. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 14, below, has expired, at which time the indemnification obligations under this Section 4 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 4 are in addition to all other Developer's obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 14, below.

5. **Insurance**. Concurrently with the execution of this Agreement by Developer, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 5 are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

5.1 **General**. Developer shall, throughout the duration of this Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.2 **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

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

5.4 **Automobile Liability** (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

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

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

5.6 **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

5.6.1 The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

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

5.6.3 Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

5.7 **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

5.8 **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

5.9 **Insurance Certificate**. Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

5.10 **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

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

6. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

7. **Default**

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

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

7.2.1 Developer fails to complete the work by the Trigger Date as required by the Conditions.

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

7.2.3 Developer abandons the Work site.

7.2.4 Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 7.3 below.

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

7.2.6 Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 7.3 below.

7.3 **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

7.3.1 Demand that Developer complete performance of the Work.

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

7.3.3 Resort to any judicial remedies available to the City.

8. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

9. **Repair of any Damage**. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other

property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

10. **Inspection by the City; Inspection Fees**. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

    10.1 **Inspection Fees**. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer).

    In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

11. [**Intentionally Left Blank**]

12. **Developer's Authorized Representative**. At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent ("**Authorized Representative**") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. **Exhibit "C"** attached hereto includes the initial contact information referenced in this Section 12.

13. **Acceptance of Work**. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

14. **Warranty Period**. Developer shall warrant the quality of the Work, in accordance with the terms of the Approved Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

15. **[Intentionally Left Blank]**

16. **Miscellaneous**.

16.1 **Notices**. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	DRP Solaris Multistate, LLC 590 Madison Avenue, 13th Floor New York, NY 10022 Attn: Houdin Honarvar Houdin.honarvar@dwpartners.com

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

16.2 **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

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

16.4 **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.

16.5 **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

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

16.7 **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

16.8 **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)
B. Tract Location (Recital D.)
C. Subdivider's Authorized Representative Information (Section 12.)

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

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

[*Signatures of Following Pages*]

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

CITY OF TRACY,

a municipal corporation

By: Dan Arriola
Title: Mayor
Date: 03/28/25

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

By: Bridgit Koller
Title: Vice President
Date: 1/13/25

Attest:

Neay Lopez

By: ~~Adrianne Richardson~~ Neay Lopez
Title: ~~City Clerk~~ Acting City Clerk

Date: 3/28/2025

Approved As To Form:

Kamalpreet Gill for

By: Andrew Shen
Title: Interim City Attorney

Date: 3/27/25

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of San Joaquin }

On March 28, 2025 before me, Neay Enid Lopez, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Daniel Tavares Arriola
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

NECY ENID LOPEZ
Notary Public - California
San Joaquin County
Commission # 2445619
My Comm. Expires May 1, 2027

Place Notary Seal and/or Stamp Above

Signature Neay Enid Lopez
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: SIA Tract 4182 - Tracy Hills Village 13

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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

STATE OF CALIFORNIA
COUNTY OF Contra Costa

On this 13th day of January, 2025 before me, Lauren Mary Christopher, Notary Public, personally appeared Bridgit Koller, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

LAUREN MARY CHRISTOPHER
Notary Public - California
Contra Costa County
Commission # 2473306
My Comm. Expires Nov 21, 2027

Signature: L. Christopher (Seal)

Consent to Recordation

DRP SOLARIS MULTISTATE, LLC, is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Subdivision Improvement Agreement.

DRP SOLARIS MULTISTATE, LLC
a Delaware Limited Liability Company

By: Domain Solaris Holdings, LLC
Its: Manager

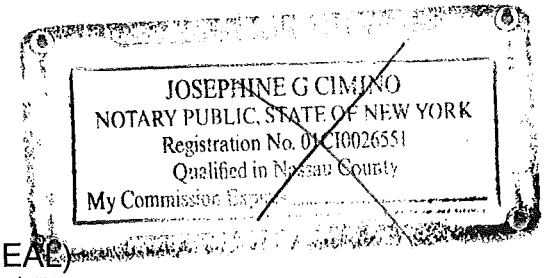
By: DW General Partner, LLC, its
Manager

By: Houdin Honarvar
Its: Authorized Signatory
Date: January 14, 2025

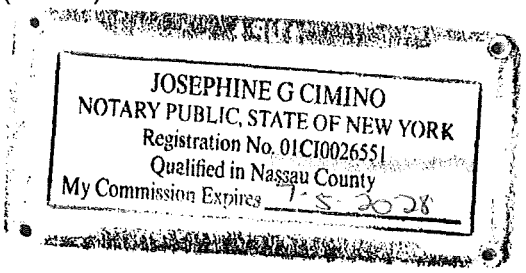
[ATTACHED]

State of New York)
) ss.:
County of New York)

On the 14th day of Jan. in the year 2025 before me, the undersigned, a Notary Public in and for said State, personally appeared Houlin Honarvar, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



(SEAL)



Josephine G. Cimino
Notary Public

EXHIBIT "A"
(Legal Description of Property)

Real property in the City of Tracy , County of San Joaquin, State of California, described as follows:

BEING A PORTION OF NEW PARCEL B AS SAID PARCEL IS DESCRIBED IN THE GRANT DEED TO TRACY PHASE 3, LLC RECORDED AS DOCUMENT NO. 2023-097077, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EASTERLY CORNER OF SAID NEW PARCEL B, SAID CORNER BEING AT THE NORTHEASTERLY TERMINUS OF A COURSE DESCRIBED AS NORTH 41° 52' 32" EAST - 55.73 FEET, SAME CORNER BEING THE NORTHWESTERLY CORNER OF LOT F AS SAID LOT IS SHOWN ON TRACT 4137 (VILLAGE 9);

THENCE ALONG THE LINE COMMON TO NEW PARCEL B AND LOT F THE FOLLOWING TWO (2) COURSES:

1) SOUTH 41° 52' 32" WEST - 55.73 FEET;
2) SOUTH 17° 14' 59" EAST - 13.20 FEET;

THENCE CROSSING THROUGH SAID NEW PARCEL B THE FOLLOWING EIGHT (8) COURSES:

1) SOUTH 37° 15' 09" WEST - 242.89 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 56° 25' 04" WEST;

2) IN A SOUTHWESTERLY DIRECTION 73.08 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 378.50 FEET AND THROUGH A CENTRAL ANGLE OF 11° 03' 48";
3) SOUTH 44° 38' 43" WEST - 394.70 FEET;
4) SOUTH 42° 01' 44" WEST - 65.72 FEET;
5) SOUTH 44° 38' 43" WEST - 154.51 FEET;
6) SOUTH 68° 58' 55" WEST - 134.86 FEET;
7) NORTH 39° 15' 32" WEST - 334.72 FEET;
8) NORTH 52° 06' 57" WEST - 785.52 FEET TO THE WEST LINE OF SAID NEW PARCEL B;

THENCE ALONG THE WEST LINE OF SAID NEW PARCEL B THE FOLLOWING NINE (9) COURSES:

1) NORTH 37° 53' 03" EAST - 635.00 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;
2) IN A NORTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";
3) NORTH 52° 06' 57" WEST - 6.00 FEET;
4) NORTH 37° 53' 03" EAST - 3.00 FEET;
5) NORTH 52° 06' 57" WEST - 12.50 FEET;
6) NORTH 37° 53' 03" EAST - 57.00 FEET;
7) SOUTH 52° 06' 57" EAST - 21.00 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;
8) IN AN EASTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";
9) NORTH 37° 53' 03" EAST - 269.05 FEET TO A POINT IN SAID WEST LINE;

THENCE CROSSING THROUGH SAID NEW PARCEL 2 THE FOLLOWING THREE (3) COURSES:

1) SOUTH 52° 06' 57" EAST - 79.00 FEET;
2) NORTH 37° 53' 03" EAST - 25.44 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

3) IN AN EASTERLY DIRECTION 123.69 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING RADIUS OF 80.04 FEET AND THROUGH A CENTRAL ANGLE OF 88° 32' 11" TO THE EAST LINE OF NEW PARCEL B;

THENCE ALONG THE EAST LINE OF NEW PARCEL B THE FOLLOWING TWO (2) COURSES:

1) SOUTH 52° 06' 57" EAST - 828.19 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

2) IN A SOUTHEASTERLY DIRECTION 271.01 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 453.50 FEET AND THROUGH A CENTRAL ANGLE OF 34° 14' 22" TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS, HYDROCARBONS AND OTHER MINERALS AS CONVEYED TO BERTHA G. BERGER, A WIDOW, VERA GRUNAUER, A SINGLE WOMAN, AND DORIS G. POWELL, A SINGLE WOMAN, BY DEED RECORDED MARCH 27, 1959 IN BOOK 2160, PAGE 308, OF OFFICIAL RECORDS, WHICH PROVIDES AS FOLLOWS: TOGETHER WITH ALL RIGHTS NECESSARY AND PROPER FOR THE PURPOSE OF DRILLING AND EXPLORING FOR SAID SUBSTANCES AND REMOVING THE SAME THEREFROM, AS TO THE PORTION OF SAID LAND DESCRIBED THEREIN.

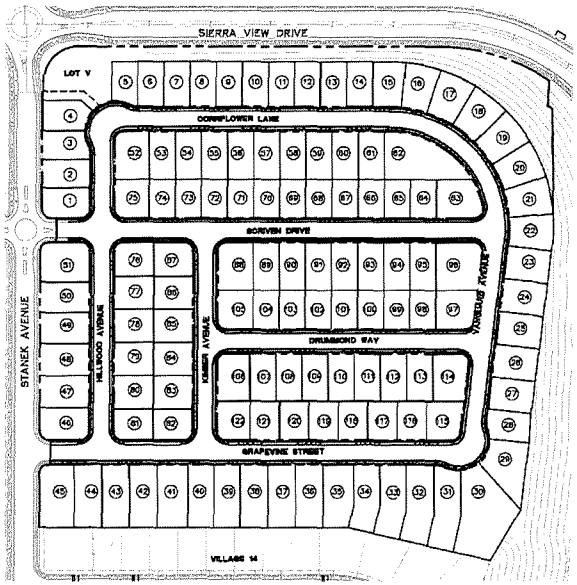
ALSO EXCEPT THEREFROM ALL OIL, GAS, MINERAL AND HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET BELOW THE SURFACE, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN THE DEED RECORDED JULY 20, 1992 AS DOCUMENT NO. 92083244 SAN JOAQUIN COUNTY RECORDS, AS TO THE PORTION OF SAID LAND DESCRIBED THEREIN.

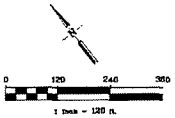
APN: Portion of 251-060-240-000

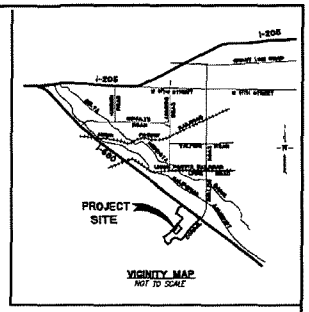
EXHIBIT "B"
Tract Location

RUBY - TRACT 4182 - VILLAGE 13
TRACY HILLS PHASE 2B

CITY OF TRACY, COUNTY OF SAN JOAQUIN, CALIFORNIA







RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS

DATE: DECEMBER 20, 2024 JOB NO. 201088 SHEET 1 OF 1

EXHIBIT "C"

Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Sergio Perez	Lennar Homes	916.261.8709
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

Recording Requested By:

City of Tracy
Development Services
333 Civic Center Plaza
Tracy, CA 95376

Doc #: 2025-027607
04/03/2025 03:00:44 PM
Page: 1 of 21 Fee: $0
Steve J. Bestolarides
San Joaquin County Recorders
Paid By: SHOWN ON DOCUMENT

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: Adrianne Richardson

(No recording fee under Government Code Section 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

City of Tracy
SUBDIVISION IMPROVEMENT AGREEMENT
Tract 4183 - Tracy Hills Village 14

This **SUBDIVISION IMPROVEMENT AGREEMENT** ("**Agreement**") is made and entered into by and between the **CITY OF TRACY** a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company (hereinafter "**Developer**"). The effective date of this Agreement shall be the date on which City executes the Agreement ("**Effective Date**").

Recitals

A. Developer is the party responsible for the construction of the public improvements within a portion of the real property comprising the subject Final Subdivision Map for Tract 4183 - Tracy Hills Village 14, and being more particularly described in ***Exhibit "A"*** attached hereto and incorporated herein by reference (hereinafter "**Project**"). DRP SOLARIS MULTISTATE, LLC is a landbank holding fee title to the property described in Exhibit A until such time as it is conveyed to Developer and consents to the recordation of this Agreement as evidenced by its signature below.

B. October 19, 2021, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154 ("**Tentative Map**"). The Tentative Map includes 1,470 single-family residential lots, in addition to park parcels, HOA recreation area parcel, retention basin parcels, school parcels, and numerous other parcels to be owned and maintained by a Homeowner's Association, Developer or City on approximately 1,143 acres within

the Tracy Hills Specific Plan Area, located south of the I-580 Freeway and west of Corral Hollow Road. The Tentative Map is on file with the City Clerk, and is incorporated herein by this reference.

C. The approval of the Tentative Map by the City Council was subject to specified conditions of approval attached as Exhibit 1 to Resolution No. 2021-154 and are on file with the City Engineer ("**Conditions of Approval**"). The Conditions of Approval describe, among other things, improvements that are required for approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards.

D. In accordance with the Subdivision Map Act (California Government Code sections 66410, et seq) and the Subdivision Ordinance (Tracy Municipal Code, Title 12), Developer has submitted to the City the Final Subdivision Map for Tract 4183 - Tracy Hills Village 14 (the "**Final Subdivision Map**"), consisting of 89 single-family residential lots, and other parcels to be owned by a Homeowner's Association, all to be located on approximately 59.04 +/- acres within the boundaries of the Project. **Exhibit "B"** shows the overall Project area and the location of the Final Subdivision Map for Tract 4183 - Tracy Hills Village 14. Developer is required to execute this Agreement as a condition of the City's approval of the Final Subdivision Map.

E. In accordance with the Conditions of Approval, Developer has prepared, and the City Engineer has approved, certain improvement plans and specifications (which incorporate portions of the City's Standard Specifications), which describe the improvements that are required for approval of the Final Subdivision Map and are incorporated herein by reference. The approved plans and specifications ("**Approved Plans and Specifications**") include: *(a) sixteen (16) sheets of improvement plans entitled "Improvement Plans-Tract 4183- Village 14 Tracy Hills Phase 2B" prepared by Ruggeri-Jensen-Azar dated June 26, 2024; (b) five (5) sheets of joint trench plans entitled "Joint Trench Composite Plan Tracy Hills Phase 2B Village 14" prepared by Power Systems Design dated June 10, 2024; (c) four (4) sheets of street light plans entitled "City of Tracy Street Light Plan Set Tracy Hills Village 14" prepared by Power Systems Design dated February 14, 2024; and (d) thirty-eight (38) sheets of landscape construction drawings entitled "Village 14 Landscape Improvement Plan Tracy Hills Phase 2B-1", prepared by FORMA, dated March 15, 2024.* The improvement plans, joint trench plans and street lighting plans are on file with the City Engineer under Tracking No. ENG23-0025 and the landscape plans are on file with the City Engineer under Tracking No. ENG23-0026 (the "**Landscape Plans**"), all incorporated herein by reference.

F. Because the required improvements have not been completed, Developer is required to execute this Agreement as authorized by Government Code section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location**. Developer shall perform, or cause to be performed, the work in the manner and as described in the Approved Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement (the "**Work**").

The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws. Developer shall perform all Work at the locations and grades shown on the Approved Plans and Specifications. Developer (a) has acquired any necessary easement or right-of-way or(b) has entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

2. **Time of Performance**. Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

2.1 **Commencement of Work**. The Work shall begin within 60 days after the Effective Date of the Agreement. No later than fifteen (15) days prior to the commencement of such Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence Work. To the extent required, Developer shall not commence Work until after the notice required by this section is properly provided, and Developer shall not commence Work prior to the date specified in the written notice.

2.2 **Schedule of Work**. Concurrently with the written notice of commencement of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

2.3 **Completion of Work**. Developer shall complete all Work by no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.1 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.

3. **Improvement Security**. Concurrently with the execution of this Agreement, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:

3.1 **Faithful Performance** security in the amount of **$4,264,035.00** to secure faithful performance of this Agreement.

3.2 **Labor and Material** security in the amount of **$4,264,035.00** to secure payment by Developer to laborers and materialmen.

3.3 **Warranty** security in the amount of **$426,403.00** to guarantee improvements against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete.

3.4 **Monumentation** security in the amount of **$31,500.00** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

4. **Indemnification**. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 14, below, has expired, at which time the indemnification obligations under this Section 4 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 4 are in addition to all other Developer's obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 14, below.

5. **Insurance**. Concurrently with the execution of this Agreement by Developer, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 5 are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

5.1 **General**. Developer shall, throughout the duration of this Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.2 **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

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

5.4 **Automobile Liability** (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

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

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

5.6 **Endorsements**. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

5.6.1 The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

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

5.6.3 Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

5.7 **Notice of Cancellation**. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

5.8 **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

5.9 **Insurance Certificate**. Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

5.10 **Substitute Certificates**. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

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

6. **Independent Contractor Status**. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

7. **Default**

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

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

7.2.1 Developer fails to complete the work by the Trigger Date as required by the Conditions.

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

7.2.3 Developer abandons the Work site.

7.2.4 Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 7.3 below.

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

7.2.6 Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 7.3 below.

7.3 **Cure of Default**. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

7.3.1 Demand that Developer complete performance of the Work.

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

7.3.3 Resort to any judicial remedies available to the City.

8. **Ownership of Work**. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

9. **Repair of any Damage**. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other

property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

10. **Inspection by the City; Inspection Fees**. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

    10.1 **Inspection Fees**. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer).

    In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

11. **[Intentionally Left Blank]**

12. **Developer's Authorized Representative**. At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent ("**Authorized Representative**") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. **Exhibit "C"** attached hereto includes the initial contact information referenced in this Section 12.

13. **Acceptance of Work**. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

14. **Warranty Period**. Developer shall warrant the quality of the Work, in accordance with the terms of the Approved Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace or reconstruct any defective improvements.

15. **[Intentionally Left Blank]**

16. **Miscellaneous**.

16.1 **Notices**. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	DRP Solaris Multistate, LLC 590 Madison Avenue, 13th Floor New York, NY 10022 Attn: Houdin Honarvar Houdin.honarvar@dwpartners.com

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

16.2 **Approvals by City**. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

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

16.4 **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.

16.5 **Assignment and Delegation**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

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

16.7 **Permits, Licenses, and Compliance with Law**. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

16.8 **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Description of Property (Recital A.)
B. Tract Location (Recital D.)
C. Subdivider's Authorized Representative Information (Section 12.)

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

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

[*Signatures of Following Pages*]

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

CITY OF TRACY,

a municipal corporation

By: Dan Arriola
Title: Mayor

Date: 03/28/25

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

By: Bridgit Koller
Title: Vice President

Date: 1/13/25

Attest:

Neay Enid Lopez

By: ~~Adrianne Richardson~~ Neay Enid Lopez
Title: ~~City Clerk~~ Acting City Clerk

Date: 3/28/25

Approved As To Form:

Kamalpreet Gill for

By: Andrew Shen
Title: Interim City Attorney

Date: 03/27/25

Consent to Recordation

DRP SOLARIS MULTISTATE, LLC, is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Subdivision Improvement Agreement.

DRP SOLARIS MULTISTATE, LLC
a Delaware Limited Liability Company

By: Domain Solaris Holdings, LLC
Its: Manager

By: DW General Partner, LLC, its
Manager

By: Houdin Honarvar
Its: Authorized Signatory
Date: January 14, 2025

[ATTACHED]

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California
County of San Joaquin }

On March 28, 2025 before me, Necy Enid Lopez, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Daniel Tavares Arruda
Name(s) of Signer(s)

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

NECY ENID LOPEZ
Notary Public - California
San Joaquin County
Commission # 2445619
My Comm. Expires May 1, 2027

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature Necy Enid Lopez
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: SIA - Tract 4183 - Tracy Hills Village 14
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

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

STATE OF CALIFORNIA
COUNTY OF Contra Costa

On this 13th day of January, 2025 before me, Lauren Mary Christopher, Notary Public, personally appeared Bridgit Koller, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

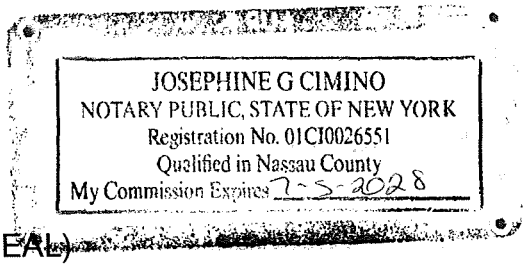
WITNESS my hand and official seal.

LAUREN MARY CHRISTOPHER
Notary Public - California
Contra Costa County
Commission # 2473306
My Comm. Expires Nov 21, 2027

Signature: L. Christopher (Seal)

State of New York)
) ss.:
County of New York)

On the 14th day of Jan. in the year 2025 before me, the undersigned, a Notary Public in and for said State, personally appeared Houdin Honarvar, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



(SEAL)

Josephine G. Cimino
Notary Public

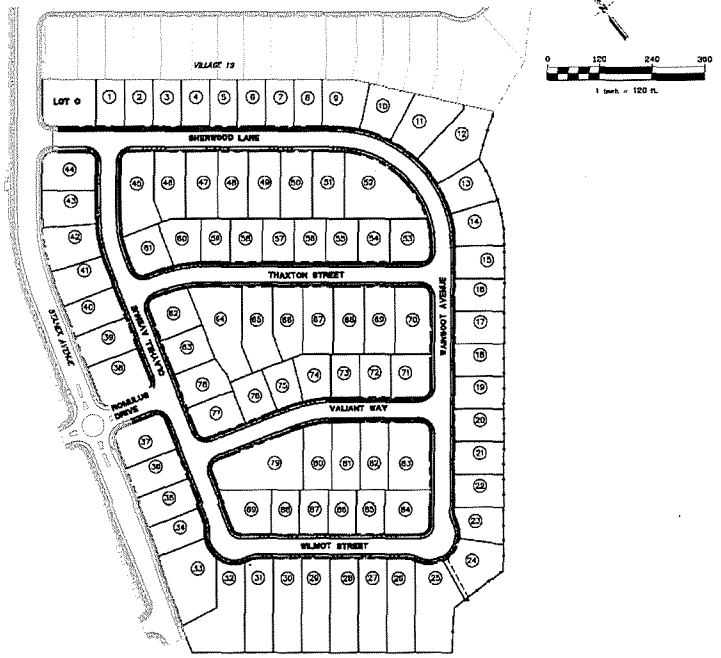
EXHIBIT "A"
(Legal Description of Property)

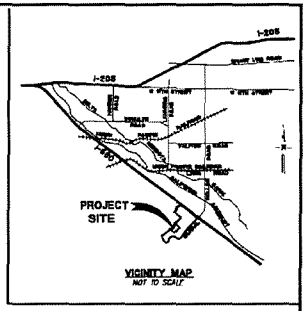
REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND BEING A PORTION OF NEW PARCEL B AS SAID PARCEL IS DESCRIBED IN THE GRANT DEED TO TRACY PHASE 3, LLC RECORDED AS DOCUMENT NO. 2023-097077, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT AN EASTERLY CORNER OF SAID NEW PARCEL B, SAID CORNER BEING AT THE NORTHEASTERLY TERMINUS OF A COURSE DESCRIBED AS NORTH 41° 52' 32" EAST, 55.73 FEET, SAME CORNER BEING THE NORTHWESTERLY CORNER OF LOT F AS SAID LOT IS SHOWN ON TRACT 4137 (VILLAGE 9);
THENCE ALONG THE COMMON LINE BETWEEN NEW PARCEL B AND LOT F THE FOLLOWING TWO (2) COURSES:
1) SOUTH 41° 52' 32" WEST - 55.73 FEET;
2) SOUTH 17° 14' 59" EAST - 13.20 FEET FOR THE POINT OF BEGINNING;
THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE EAST, SOUTH AND WEST LINES OF NEW PARCEL B THE FOLLOWING FORTY-SEVEN (47) COURSES:
1) SOUTH 17° 14' 59" EAST, 246.59 FEET;
2) SOUTH 45° 20' 27" WEST, 961.87 FEET;
3) SOUTH 28° 32' 10" WEST, 122.18 FEET;
4) SOUTH 43° 45' 21" WEST, 41.54 FEET;
5) SOUTH 31° 42' 56" WEST, 169.52 FEET;
6) SOUTH 26° 13' 48" WEST, 245.35 FEET;
7) SOUTH 23° 35' 09" WEST, 217.62 FEET;
8) SOUTH 45° 20' 57" WEST, 332.71 FEET;
9) SOUTH 74° 42' 18" WEST, 107.80 FEET;
10) SOUTH 39° 06' 11" WEST, 369.49 FEET;
11) SOUTH 38° 54' 59" WEST, 412.05 FEET;
12) SOUTH 45° 20' 57" WEST, 3.98 FEET;
13) SOUTH 59° 11' 07" WEST, 320.22 FEET;
14) SOUTH 52° 45' 16" WEST, 351.21 FEET;
15) SOUTH 24° 55' 34" WEST, 584.76 FEET;
16) NORTH 47° 29' 28" WEST, 54.93 FEET;
17) NORTH 14° 23' 23" WEST, 729.52 FEET;
18) NORTH 22° 25' 05" EAST, 50.07 FEET;
19) NORTH 85° 06' 47" EAST, 214.60 FEET;
20) NORTH 45° 20' 57" EAST, 485.89 FEET;
21) NORTH 61° 48' 50" EAST, 305.17 FEET;
22) NORTH 45° 21' 00" EAST, 69.92 FEET;
23) NORTH 45° 09' 31" EAST, 241.24 FEET;
24) NORTH 47° 07' 54" EAST, 115.46 FEET;
25) NORTH 29° 13' 05" EAST, 41.67 FEET;
26) NORTH 40° 06' 22" EAST, 131.53 FEET;
27) NORTH 52° 06' 57" WEST, 595.39 FEET;
28) NORTH 16° 34' 16" EAST, 37.53 FEET;
29) NORTH 73° 25' 44" WEST, 57.00 FEET;
30) NORTH 16° 34' 16" EAST, 7.74 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;
31) IN A NORTHERLY DIRECTION 32.37 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 92° 44' 14";
32) NORTH 76° 09' 59" WEST, 5.10 FEET;
33) NORTH 13° 50' 01" EAST, 56.00 FEET;
34) SOUTH 76° 09' 59" EAST, 1.68 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;

35) IN A NORTHEASTERLY DIRECTION 30.46 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 87° 15' 46";
36) NORTH 16° 34' 16" EAST, 74.99 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;
37) IN A NORTHERLY DIRECTION 43.92 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 982.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45" FOR THE BEGINNING OF A REVERSE CURVE;
38) IN A NORTHERLY DIRECTION 45.53 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1018.00 FEET AND THROUGH A CENTRAL ANGLE OF 02° 33' 45";
39) NORTH 16° 34' 16" EAST 215.00 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;
40) IN A NORTHERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";
41) NORTH 73° 25' 44" WEST, 16.00 FEET;
42) NORTH 16° 34' 16" EAST, 57.00 FEET;
43) SOUTH 73° 25' 44" EAST, 16.00 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;
44) IN A NORTHEASTERLY DIRECTION 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 90° 00' 00";
45) NORTH 16° 34' 16" EAST, 282.68 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT;
46) IN A NORTHEASTERLY DIRECTION 200.31 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 538.50 FEET AND THROUGH A CENTRAL ANGLE OF 21° 18' 47";
47) NORTH 37° 53' 03" EAST 307.10 FEET;
THENCE LEAVING SAID LINE AND CROSSING THROUGH NEW PARCEL B FOR THE FOLLOWING EIGHT (8) COURSES:
1) SOUTH 52° 06' 57" EAST, 785.52 FEET;
2) SOUTH 39° 15' 32" EAST, 334.72 FEET;
3) NORTH 68° 58' 55" EAST, 134.86 FEET;
4) NORTH 44° 38' 43" EAST, 154.51 FEET;
5) NORTH 42° 01' 44" EAST, 65.72 FEET;
6) NORTH 44° 38' 43" EAST, 394.70 FEET FOR THE BEGINNING OF A CURVE TO THE LEFT;
7) IN A NORTHEASTERLY DIRECTION 73.08 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 378.50 FEET AND THROUGH A CENTRAL ANGLE OF 11° 03' 48";
8) NORTH 37° 15' 09" EAST 242.89 FEET TO THE POINT OF BEGINNING.
CONTAINING A LAND AREA OF 2,571,728 SQUARE FEET, MORE OR LESS.
END OF DESCRIPTION

EXHIBIT "B"
Tract Location

SAPPHIRE - TRACT 4183 - VILLAGE 14
TRACY HILLS PHASE 2B
CITY OF TRACY, COUNTY OF SAN JOAQUIN, CALIFORNIA





RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS

DATE: DECEMBER 20, 2024 JOB NO. 209068 SHEET 1 OF 1

EXHIBIT "C"

Subdivider's Authorized Representative Information

Name of Person	Company Name	Telephone Number
Sergio Perez	Lennar Homes	916.261.8709
Lisa A. Mikelonis, PE	Integral Communities	925.260.4753

August 19, 2025

Agenda Item 1.U

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the purchase of one (1) 24' x 54' commercial coach from Mobile Modular in the amount of $100,197.

EXECUTIVE SUMMARY

The recommended action authorizes the purchase of a commercial coach from Mobile Modular Management Corporation. The unit was installed in 2017 and has been leased at a monthly rate of $1,364. The structure is currently occupied by the Building & Safety – Building Inspection Division and will continue to be used for that purpose.

BACKGROUND AND LEGISLATIVE HISTORY

In 2017, the Development Services Department initiated an interior renovation project to create additional internal office spaces and to relocate staff within the Development Services building. A key component of this renovation was the creation of a secure office space for Code Enforcement, as required by the Department of Justice (DOJ). In addition, there was a growing need for office space for the Building Inspector staff.

Due to cost and time constraints, it was determined that the most effective solution would be to lease a Housing and Community Development (HCD) certified commercial coach. HCD-certified coaches are safe and appropriate for their intended office and commercial use. In October 2017, the Development Services Department entered into a lease agreement with Mobile Modular for the installation and monthly rental of a 24’ x 54’ HCD commercial coach. This project, known as the Support Services Modular Building Project, was designated as Capital Improvement Project (CIP) 71082.

On November 14, 2017, a Notice of Award was issued to Silva Electric for the installation of electrical and fiber optic systems related to the coach.

The need for the commercial coach has continued over the years, and in the FY 2025–26 budget, Community and Economic Development Department (formerly Development Services) requested funding for its purchase. The City Council approved this funding request as part of the adopted budget. Staff is now seeking approval of the purchase agreement in the amount of $100,197 for the acquisition of the commercial coach.

ANALYSIS

The proposed purchase of the 24' x 54' HCD-certified commercial coach from Mobile Modular represents a cost-effective and strategic decision by the Community and Economic Development Department. The coach has been in continuous use since its installation in 2017 and currently houses approximately 11 employees of the Building & Safety – Building Inspection Division. It was originally leased as a temporary solution to meet space constraints during a Development Services renovation project, which also addressed DOJ requirements for secure Code Enforcement office space.

Since October 2017, the City has leased the trailer unit at a cost of approximately $1,364 per month. Over nearly eight years, this amounts to an estimated total expenditure exceeding $120,000—without obtaining ownership of the asset. The proposed one-time purchase price of $100,197 reflects the current market value for a used trailer of this type and offers a cost-effective alternative to continued leasing.

By purchasing the existing unit, the City eliminates ongoing lease costs and gains full ownership of a structure that remains actively in use and necessary for operations. This approach secures the long-term availability of a functional asset while avoiding further rental expenditures. Although a precise market valuation is difficult to establish due to the trailer's specialized design and location-specific installation, the following considerations support the purchase:

- Replacement Cost: A comparable new trailer would cost approximately $213,000, with installation and removal of the existing unit estimated at an additional $75,000.
- Functional Viability: The current unit remains in good working condition and continues to meet the City's operational needs.
- Operational Practicality: Acquiring the trailer in place avoids service disruptions and circumvents the logistical and financial challenges associated with relocating or replacing the structure.

The proposed purchase price of $100,197 is justified when measured against the cumulative cost of leasing and the significantly higher expense of procuring and installing a new unit. The purchase ensures continued use of a viable asset while delivering long-term cost savings to the City.

This purchase was anticipated and incorporated into the FY 2025–26 budget, approved through the annual budget process. Funding has been allocated from the Community and Economic Development budget, meaning no additional budget adjustments or appropriations are required at this time.

The acquisition not only reduces long-term costs but also ensures continuity of operations for the Building Inspection division. It preserves functional office space without the need for further capital projects or costly relocations. Furthermore, purchasing rather than continuing to lease aligns with sound financial management principles and supports asset retention for ongoing municipal use.

In summary, the recommended action offers long-term fiscal savings, operational stability, and efficient use of budgeted funds. Staff concludes that purchasing the commercial coach is in the best interest of the City and recommends proceeding with the acquisition.

CEQA DETERMINATION

No CEQA is necessary.

FISCAL IMPACT

Funding for this purchase was authorized through the Fiscal Year 2025–2026 budget process. This purchase will eliminate the long-term lease of the current coach, resulting in long term savings.

PUBLIC OUTREACH / INTEREST

Public outreach was not required for this project.

COORDINATION

The Community and Economic Development Division coordinated with the Public Works Building Maintenance Division, who will maintain the commercial coach after its purchase. This staff report was prepared by the Community and Economic Development Department, Building Division.

STRATEGIC PRIORITY

This agenda item supports the City Council Strategic Priority for Governance, Goal 1, which states “Model good governance, teamwork, and transparency,” and Goal 2, which states ensure short- and long-term fiscal health.

ACTION REQUESTED OF THE CITY COUNCIL

Adopt a resolution authorizing the purchase of one (1) 24' x 54' commercial coach from Mobile Modular for the amount of $100,197, in accordance with the terms of the Mobile Modular Agreement.

Prepared By: Dennis Canright, Building Official

Reviewed by: Forrest Ebbs, Director of Community and Economic Development
Sara Castro, Director of Finance
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Purchase Agreement

Mobile Modular Management Corporation
a Division of McGrath RentCorp
5700 Las Positas Road
Livermore, CA 94551
Phone: (925) 606-9000
www.mobilemodular.com

Purchase Off Rent

Contract: 210051871.1
Date Printed: 06/23/2025

Buyer Name & Billing Address	Site Location	Mobile Modular Management Corporation a Division of McGrath RentCorp ("Seller")
City of Tracy 333 Civic Center Drive Tracy, CA 95376	City of Tracy 333 Civic Center Drive Tracy, CA 95376 **Customer PO/Reference:** Exp: // By:	Questions? Please Contact: Open Sales Direct Phone: 1 (866) 459-7600 All other inquiries: (925) 606-9000

Product Information

	Qty	Purchase Price	Extended Purchase Price	Taxable
Office, 24x54 HCD (NonStd) *Non-Standard Configuration. Size excludes 3' towbar.* *BID 59428, FDI MOB MOD, Serial number 0380-FD*	1	**$88,475.00**	**$88,475.00**	Y

	Qty	Charge Each	Total One Time	Taxable
Charges Upon Delivery:				
Office, 24x54 HCD (NonStd)				
Fee, License or Registration for Sale	1	**$4,423.00**	**$4,423.00**	N
			$4,423.00	
		Tax:	$7,299.19	
		Total Sales Price Including Tax:	**$100,197.19**	

Special Notes

POR- Rent Due Until Paid in Full: Please be aware that rent is due until the purchase price quoted above and all open balances are paid in full.

Special Terms & Important Contractual Information

- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

Mobile Modular Management Corporation
a Division of McGrath RentCorp
5700 Las Positas Road
Livermore, CA 94551
Phone: (925) 606-9000
www.mobilemodular.com

Purchase Off Rent

Contract: 210051871.1
Date Printed: 06/23/2025

Please sign below, and fax or email this document to the fax number shown above or the email address you received the document from.

The parties hereto, Mobile Modular Management Corporation, a California corporation, as seller (**"Seller"**) and buyer (**"Buyer"**, as described in the Purchase Off Rent Agreement in the section titled "Customer Information") hereby agree to this Purchase Off Rent Agreement and the terms and conditions set forth in the Purchase Off Rent Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Purchase Off Rent Agreement affirms that he/she is duly authorized to execute and commit to this Purchase Off Rent Agreement for the above named Purchase Off Rent.

SELLER: Mobile Modular Management Corporation	**BUYER:** City of Tracy
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

ATTACHMENT A

PURCHASE OFF RENT TERMS AND CONDITIONS

1. **SALE.** Seller sells to Buyer, and Buyer purchases from Seller, the equipment listed on the Purchase Off Rent Agreement hereto (**"Equipment"**) on the terms and conditions set forth herein. Each such Purchase Off Rent Agreement (**"Agreement"**), shall constitute a separate and independent sale (a **"Sale"**) of the Equipment listed in such Agreement under "Product Information". In the event of a conflict between this Agreement and Buyer's contract, purchase order or other document, the terms of this Agreement shall prevail.

2. **TIME PAYMENT; TITLE RETENTION.**

(a) **PURCHASE OFF RENT.** The Equipment sold hereunder is currently in use and leased to Buyer by Seller. Rent on the existing Lease, as identified in the Special Notes section of the Purchase Off Rent Agreement, will continue to accrue until the Purchase Price and any remaining open balances on the Lease have been paid in full. The Purchase Off Rent transaction will not be finalized until Seller has received from Buyer payment in full of the entire Purchase Price as shown in the Purchase Off Rent Agreement and any balances that may be owed on the existing Lease. Upon receipt by Seller of the entire Purchase Price, the transaction will be finalized and the existing Lease will cease.

(b) **TITLE/RETENTION.** Title to the Equipment shall not pass to Buyer before the entire Purchase Price has been paid to Seller. Upon Seller's receipt of payment in full of the Purchase Price, title to the Equipment shall transfer to Buyer, free and clear of all encumbrances arising by or through Seller. All payments due from Buyer pursuant to the terms of the Purchase Off Rent Agreement shall be made without any abatement or set off of any kind, arising from any cause.

3. **WAIVER AND INDEMNIFICATION.**

(a) Buyer hereby waives and releases all claims against Seller for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment and (ii) injuries to Buyer, Buyer's agents and third persons. Neither party shall be liable for any consequential, incidental, or special damages of any kind (including, but not limited to damages for loss of use or of profit by Buyer or any other party; or for any collateral damages), whether or not caused or continued by either party's negligence or delay, which may result from or arise in connection with the use of the Equipment or in connection with the services rendered or received hereunder.

(b) Buyer shall indemnify and hold Seller (and its agents and employees) harmless from and against any and all claims, actions or proceedings and any and all damages, liabilities, losses, costs and expenses (including attorney fees) arising out of or in connection with the Purchase Off Rent Agreement. If the foregoing obligation is not enforceable against Buyer under applicable law, Buyer agrees to indemnify and hold Seller harmless from damages, liabilities, losses, costs and expenses to the maximum extent permitted by applicable law.

4. **GOVERNING LAW.** Buyer and Seller agree that the Sale Agreement shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

5. **JURISDICTION.**

(a) If the law of the State of Maryland or Virginia shall apply to the Agreement, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 7, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgement.

(b) If the law of any State other than Maryland shall apply to the Sale Agreement, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Buyer or Seller as a result of any dispute regarding matters arising in connection with the Agreement. Further, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 7, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgement.

6. **LICENSE AND TRANSFER FEE(S).** If so listed on the Purchase Off Rent Agreement, the Purchase Price includes license and/or transfer fees. Buyer will be billed directly by the State for future annual license fees where applicable.

7. **COMPLIANCE WITH LAW.** Buyer assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Buyer's lawful operation, use, possession and occupancy of the Equipment. Buyer agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment; and to indemnify and hold Seller harmless from any and all fines, forfeitures, seizures, penalties or other liabilities that may arise from any infringement or violation of any such law, rule, regulation or order.

8. **FEDERAL CONTRACTOR.** As a federal contractor, Seller's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a). **Seller shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

9. **WARRANTY.** Equipment, which includes the modular building(s) described in the Product Information section of the Purchase Off Rent Agreement, as well as any associated ramps, stairs, roof, plumbing, plumbing fixtures, electrical components, mechanical systems, seismic/wind restraints and any other accessories thereto, is sold "AS-IS" and "WHERE-IS" and **SELLER MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, RELATING TO THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, THE CONDITION THEREOF, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR OTHERWISE, EXCEPT AS TO TITLE.**

10. **MISCELLANEOUS.**

(a) **MODIFICATIONS AND AMENDMENTS.** Representations and warranties made by any person, including agents and representatives of Seller, which are inconsistent or conflict with the terms of the warranty shall not be binding upon Seller unless reduced to writing and approved by an authorized representative of Seller. Notwithstanding the foregoing, from time to time, Buyer or Seller may request modifications to the scope of work hereunder, which at the sole option of the Seller may be accepted and thus alter the final price stipulated herein.

(b) **NO WAIVER.** Failure of Seller to enforce any term or condition of the Agreement shall not constitute waiver of any rights stipulated herein, nor shall it in any manner affect the rights of Seller to enforce any of the provisions stated herein. Waiver by Seller of any provision of the Agreement shall be valid only as provided in subsection (c) above and only with respect to the specific matter to which such waiver relates.

(c) If the law of the State of North Carolina shall apply to the Agreement, the Sale does not constitute a "construction contract" or otherwise relate to the improvement of real estate or the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance.

11. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Seller and Buyer regarding the subject matter hereof. If any part of the Sale Agreement is found to be invalid or illegal, Buyer and Seller agree that only the invalid or illegal portion of the Agreement will be eliminated.

Purchase Off Rent Terms and Conditions, Rev. 08/22/16

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2025-_____

AUTHORIZING THE PURCHASE OF ONE (1) 24' X 54' HCD-CERTIFIED COMMERCIAL COACH FROM MOBILE MODULAR MANAGEMENT CORPORATION IN THE AMOUNT OF $100,197.

WHEREAS, the Development Services Department initiated the Support Services Modular Building Project (CIP 71082) in 2017 to address space limitations and operational needs during facility renovations; and

WHEREAS, the City entered into a lease agreement with Mobile Modular Management Corporation in October 2017 for the installation and rental of a 24' x 54' Housing and Community Development (HCD) certified commercial coach; and

WHEREAS, the commercial coach has served as an essential facility housing the Building & Safety – Building Inspection Division and continues to fulfill that role effectively; and

WHEREAS, the City has paid approximately $1,364 per month in lease payments since 2017, totaling over $120,000 in non-recoverable expenditures; and

WHEREAS, the purchase of the commercial coach for $100,197 is a cost-effective alternative to continued leasing, providing long-term savings and full ownership of the asset; and

WHEREAS, funding for this acquisition was approved as part of the Fiscal Year 2025–26 budget and is available within the Community and Economic Development Department's budget allocation; and

WHEREAS, the acquisition supports ongoing municipal operations, reduces long-term costs, and enhances the City's asset portfolio; now, therefore be it

RESOLVED: The City Council hereby authorizes the City Manager, or their designee, to execute all necessary documents to purchase one (1) 24' x 54' HCD-certified commercial coach from Mobile Modular Management Corporation in the amount of $100,197, under the terms of the Mobile Modular Agreement; and be it

FURTHER RESOLVED: That the City Manager, or their designee, is authorized to take any actions necessary to complete said purchase and ensure continued occupancy and use of the commercial coach by the Building & Safety – Building Inspection Division.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 19th day of August, 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

August 19, 2025

Agenda Item 1.V

RECOMMENDATION

Staff recommends that the City Council adopt a resolution 1) Amending the fiscal year 2025-2026 allocation amounts approved in Resolution No. 2025-095, as follows: A) decrease the Community Development Block Grant awards from $527,994.10 to $520,570 and B) decrease the Home Investment Partnership Program awards from $143,836 to $137,920 with adjustments to the subrecipient award of both programs to reflect the final allocations determined by the United States Department of Housing and Urban Development, 2) authorizing the City Manager, or their designee to execute funding agreements with subrecipients for both programs, and 3) appropriating the full allocation to the Community Development Block Grant fund fiscal year 2025-26 budget.

EXECUTIVE SUMMARY

The City of Tracy receives annual Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) funding from the U.S. Department of Housing and Urban Development (HUD) as a pass through from the County of San Joaquin (County). Funding and allocations for Fiscal Year (FY) 25-26 were adopted by City Council on May 6, 2025, via Resolution No. 2025-095 based on estimates provided to Staff by the County. Subsequently, HUD received its funding allocations as a part of the federal budget process, affecting the award amounts of multiple subrecipients that were awarded by City Council. Adoption of this resolution will amend the award amounts to reflect HUD's final allocations.

BACKGROUND AND LEGISLATIVE HISTORY

CDBG and HOME funds are allocated to cities and counties by HUD for use in projects that create a viable community, with local programs and services that provide decent housing, a suitable living environment, and expand economic opportunities for low- and moderate-income individuals and families.

The City of Tracy receives an annual pass-through allocation from the County, the entitlement agency. The City reviews, selects, and nominates grant award subrecipients for County approval, which is then sent to HUD for the County's Annual Action Plan (AAP) approval. Upon HUD's acceptance of the County's AAP, the City internally appropriates the approved grant fund amount. It allocates awards to subrecipients, including disbursing funds to subrecipients and receiving reimbursements from the County.

In November 2010, the City Council directed the establishment of a Parks Commission (Commission) subcommittee to evaluate CDBG and HOME grant applications and make funding allocation recommendations to the City Council. Establishing the subcommittee was to encourage meaningful citizen involvement, public examination, process appraisal, and enhance program accountability.

In December 2024, the City Council directed staff to revise the CDBG and HOME application process so that agencies that best address the local needs of the Tracy community receive priority funding. The local funding priorities for fiscal years 2025-26 through 2030-31 are listed below in priority order by each program category:

CDBG Local Funding Priorities

Public Services Category:

(1) Food Distribution Services
(2) Homeless Prevention, Intervention and Transitional Housing Services
(3) Youth Education and Enrichment Activities
(4) Senior and Special Needs Services
(5) Economic Development – Workforce Training Programs/Technical Business Assistance and Training
(6) Domestic Violence Services
(7) Economic Development – Support and Expansion of Micro-Businesses (less than five employees)

Public Facilities/Improvements Category:

(1) Public Parks and Community Facilities, e.g., community centers, libraries, parks, etc.
(2) Local Infrastructure Improvements, e.g., streets, sidewalks, water/sewer, etc.
(3) Handicap Accessibility Improvements (ADA)

HOME Local Funding Priorities

(1) Homeless Shelters
(2) Accessibility Improvements
(3) Affordable Housing
(4) Traditional Housing
(5) Homeownership Assistance
(6) Owner Occupied Housing Rehabilitation
(7) Rental Housing Rehabilitation
(8) Senior Housing
(9) Housing for Disabled Individuals
(10) Fair Housing Services
(11) Housing for Larger families

Funding Availability

In June, the County provided updated final allocations as provided to them by HUD. There was a change in the aggregate amounts that differed from the estimates provided to and approved by City Council on May 6, 2025 (Attachment A – Resolution No. 2025-095), shown below:

Item	FY 25-26 Estimated Allocation	FY 25-26 Final Allocation	Difference
CDBG Public Services	$79,199.10	$78,085.50	($1,113.60)
CDBG Public Facilities/Improvements	$448,795	$442,484.50	($6,310.50)
HOME Activities	$143,836	$137,920	($5,916)

The amounts available for allocation are based on a final funding determination by HUD during their federal budget process. HUD regulations, codified in the Code of Federal Regulations (CFR) Title 24, Part 570, require CDBG Public Services allocations to be limited to 15% of the total annual CDBG allocation. Up to 20% of the funding may be allocated for grant administration, and the remaining CDBG funding is dedicated to Public Improvements/Public Facilities projects.

The following amendments (Attachment B – Final Allocations for CDBG/HOME FY25-26) are proposed for the subrecipient awards, which changes are still reflective of the City Council funding priorities and recommendations from the Parks Commissioners' project ranking system. For the public services allocation, increased amounts are provided to projects ranked fifth and sixth and in line with the funding formula (Attachment C – Funding Formula for Public Service Projects) adopted by the City of Tracy's Commission in 2018. According to the formula, Public Service projects must be awarded a $5,000 minimum; the reduction in funding means that the Tracy Seniors Association is no longer funded, thus creating the allocations to the fifth and sixth projects. Public Facilities and Improvements sole project saw a decrease in funding along with a deduction to the City of Tracy for grant administration. The HOME allocation decreased.

FISCAL IMPACT

The City of Tracy, as a subrecipient of the County, is allocated $520,570 in CDBG funds for FY 2025-2026 for use by its selected grantees. Additionally, the City is allocated $137,920 in FY 2025-2026 HOME funds. Staff requests appropriation of the full allocation to the CDBG fund fiscal year 2025-26 budget.

COORDINATION

Economic Development Division staff coordinated with Parks, Recreation, and Community Services staff and Commission.

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 supports several City strategic initiatives as follows:

City Council Strategic Priorities FY23-25

Priority 2 Quality of Life
Goal 4: Increase local affordable housing supply.

Priority 3 Economic Development
Goal: Support business attraction and retention activities.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution:

1) Amending the fiscal year 2025-2026 allocation amounts approved in Resolution No. 2025-095, as follows:
    A) decrease the Community Development Block Grant awards from $527,994.10 to $520,570, and
    B) decrease the Home Investment Partnership Program awards from $143,836 to $137,920 with adjustments to the subrecipient award of both programs to reflect the final allocations determined by the United States Department of Housing and Urban Development; and
2) Authorizing the City Manager, or their designee to execute funding agreements with subrecipients for both programs and both fiscal years; and
3) Appropriating the full allocation to the Community Development Block Grant fund fiscal year 2025-26 budget.

Prepared by: Alexandra Pineda, Economic Development Analyst

Reviewed by: Jorge T. Barrera, JD, Economic Development Manager
Forrest Ebbs, Community and Economic Development Director
Sara Castro, Director of Finance
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Resolution No. 2025-095
Attachment B – Final Allocations for CDBG/HOME FY25-26
Attachment C – Funding Formula for Public Service Projects

Attachment A

APPROVED AS TO FORM AND LEGALITY

Karalpreet Gill for
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2025-095

APPROVING 1) THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) AWARD ALLOCATION RECOMMENDATIONS, 2) THE APPROPRIATION TO THE CITY OF TRACY ECONOMIC DEVELOPMENT DIVISION OF THE TOTAL CDBG AND HOME AWARD FUNDS TO BE DETERMINED BY SAN JOAQUIN COUNTY, 3) THE ALLOCATION OF THE COUNTY-APPROVED CDBG AND HOME AWARD FUNDS TO THE SUBRECIPIENTS IN ACCORDANCE WITH AWARD ALLOCATION RECOMMENDATIONS PROVIDED IN EXHIBIT 1, AND 4) AUTHORIZING THE CITY MANAGER, OR HER DESIGNEE, TO SIGN THE CDBG SUBRECIPIENT AGREEMENTS (EXHIBIT 2) AND OTHER IMPLEMENTING DOCUMENTS.

WHEREAS, CDBG and HOME funds are allocated to cities and counties by the United States Department of Housing and Urban Development (HUD) for use in projects, programs, and services that demonstrate a benefit to low and moderate income persons; and

WHEREAS, the City of Tracy, as a subrecipient of the County of San Joaquin, will receive an estimated $527,994 in CDBG funds and $143,836 in HOME funds for FY25-26; and

WHEREAS, on April 3, 2025, the Parks and Community Services Commission conducted a public meeting to consider subrecipient award applications from various public service non-profit organizations and made priority ranking and funding allocation recommendations for consideration by City Council based on adopted local priority funding criteria; and

WHEREAS, based on the subrecipient grant award applications and the public meeting conducted by the Parks and Community Services Commission on April 3, 2025, staff prepared a list of recommended subrecipient awards attached hereto as Exhibit 1 – (Award Allocation Recommendations); and

WHEREAS, the entities ("Awardees") receiving CDBG and HOME funding are required to enter into an agreement with the City and/or the County of San Joaquin to ensure funds are spent in accordance with the applications that were evaluated to determine funding eligibility and amounts. A standard funding agreement (Exhibit 2) is attached to the staff report accompanying this resolution; and

WHEREAS, the City Council must approve the Recommended Awards for the County of San Joaquin to ultimately approve the Recommended Awards and CDBG and HOME funds on a reimbursement basis; and

WHEREAS, the City Council conducted a public hearing on May 6, 2025, to consider the Recommended Awards and allocations of CDBG and HOME funds for FY25-26; now, therefore be it

RESOLVED: That the City Council of Tracy approves the Recommended Awards of CDBG and HOME grant funds in Exhibit 1 hereto, subject to ultimate approval by the County of San Joaquin and HUD; and be it

FURTHER RESOLVED: That the City Council of Tracy approves the appropriation to the City of Tracy Economic Development Division of the total amount of CDBG and HOME grant funds upon ultimate approval by the County of San Joaquin and HUD; and be it

FURTHER RESOLVED: That the City Council of Tracy approve the allocation of the County-approved CDBG and HOME grant funds to the Awardee in accordance with Award Recommendations provided in Exhibit 1 hereto, subject to approval by the County of San Joaquin and HUD; and be it

FURTHER RESOLVED: That the City Manager, or her designee, is authorized to sign Funding Agreements and other implementing documents of these programs in accordance with Award Recommendations provided in Exhibit 1 on behalf of the City; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy finds the action(s) approved by this Resolution are 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); and further finds that to the extent these actions 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)).

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

The foregoing Resolution 2025-095 was adopted by the Tracy City Council on the 6th day of May 2025 by the following vote:

AYES:	COUNCIL MEMBERS: BEDOLLA, EVANS, NYGARD, ABERCROMBIE, ARRIOLA
NOES:	COUNCIL MEMBERS: NONE
ABSENT:	COUNCIL MEMBERS: NONE
ABSTENTION:	COUNCIL MEMBERS: NONE

DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST: Necy Lopez
NECY LOPEZ
Acting City Clerk and Clerk of the Council of the City of Tracy, California

Exhibit 1 – Award Allocation Recommendations
Exhibit 2 – CDBG Subrecipient Agreement

Exhibit 1

City of Tracy
2025-2026 CDBG/HOME Parks & Community Services Commission Local Priority Rankings & Funding Recommendations

2025-2026 Funding Available to City of Tracy	
Total Estimated Allocation	**$671,830**
CDBG Public Services	$ 79,199.10
CDBG Public Improvements/Public Facilities	$ 448,795.00
HOME	$ 143,836.00

CDBG Public Services

Applicant	Project Title	Local Funding Priority	Funding Request	Subcommitee Recommneded Funding	Commission Recommended Funding	Recommendation to Council
Emergency Food Bank (Stockton Food Bank)	Mobile Farmers Market	(1) Food Distribution	$ 8,544	$ 8,544.00	$ 8,544.00	$ 8,544.00
SJ County Food Services Pool	Meals on Wheels	(1) Food Distribution	$ 6,600	$ 6,600.00	$ 6,600.00	$ 6,600.00
Tracy Interfaith Ministries	Food Insecurity Prevention	(1) Food Distribution	$ 15,000	$ 8,000.00	$ 8,000.00	$ 8,000.00
SJ Fair Housing Foundation Inc	San Joaquin Fair Housing	(1) Food Distribution	$ 5,500	$ 5,500.00	$ 5,500.00	$ 5,500.00
Tracy Community Connections Center	Community Shower and Laundry Program	(2) Homeless Prevention, Intervention	$ 8,100	$ 5,555.10	$ 5,555.10	$ 5,555.10
Community Partnerships of San Joaquin	Food Distribution	(1) Food Distribution	$ 13,607	$ 5,000.00	$ 5,000.00	$ 5,000.00
Health Services Agency	Rental Assistance	(2) Homeless Prevention, Intervention	$ 27,000	$ 5,000.00	$ 5,000.00	$ 5,000.00
McHenry House Tracy Family Shelter	Portion of Night Supervisor's Salary /Family Crisis Intervention Program	(2) Homeless Prevention, Intervention	$ 12,000	$ 5,000.00	$ 5,000.00	$ 5,000.00
Boys and Girls Club of Tracy	Inclusion Services	(3) Youth Education and Enrichment	$ 12,000	$ 5,000.00	$ 5,000.00	$ 5,000.00
Prevail	Serenity House	(6) Domestic Violence Services	$ 12,000	$ 5,000.00	$ 5,000.00	$ 5,000.00
UNeed2	Food Entrepreneur Program	(5) Economic Development - Workforce Training Programs, Technical Business Assistance, etc	$ 12,000	$ 5,000.00	$ 5,000.00	$ 5,000.00
Tracy Earth Project, Inc.	Tracy Bike Life Youth Program	(3) Youth Education and Enrichment	$ 9,000	$ 5,000.00	$ 5,000.00	$ 5,000.00
Sow a Seed	Bright Futures Youth Development Program - City of Tracy	(3) Youth Education and Enrichment	$ 79,554	$ 5,000.00	$ 5,000.00	$ 5,000.00
Tracy Seniors Association	Safe at Home/Transportation	(4) Senior and Special Needs	$ 20,000	$ 5,000.00	$ 5,000.00	$ 5,000.00
		CDBG Public Services Request	$ 240,905			$ 79,199

CDBG Public Improvements/Public Facilities

Applicant	Project Title	Local Funding Priority	Funding Request	Subcommitee Recommended Funding	Commission Recommended Funding	Recommendation to Council
City of Tracy	Grant Administration	Direct Allocation	$ 87,119	$ 87,119.00	$ 87,119.00	$ 87,119.00
City of Tracy	ADA Improvements	(3) Handicap Accessibility Improvements	$ 398,330	$ 361,676.00	$ 361,676.00	$ 361,676.00
		CDBG Public Improvements/Facilities Request	$ 485,449			$ 448,795

HOME Program

Applicant	Project Title	Local Funding Priority	Funding Request	Subcommitee Recommended Funding	Commission Recommended Funding	Recommendation to Council
There were no eligible applications.						

HOME Program Request: $0

Exhibit 2

AGREEMENT BETWEEN THE CITY OF TRACY
AND _____
FOR COMMUNITY DEVELOPMENT BLOCK GRANT
FUNDING FOR FISCAL YEAR 2024-2025

THIS AGREEMENT entered into this ____ day of _____ 2024 by and between the City of Tracy (herein called the "Grantee") and _____. (herein called the "Subrecipient"). Grantee and Subrecipient are collectively referred to as the "Parties" or individually as "Party."

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 (the "Act"); and,

WHEREAS, The City of Tracy's City Council, on _____, authorized the City Manager to execute funding agreements with Subrecipients, under Resolution No. _____.

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds to the benefit of low-income residents;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SUBRECIPIENT OBLIGATIONS.

A. Use of CDBG Funds. The Subrecipient will be responsible for administering a CDBG fiscal year 2024 - 2025 program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Subrecipient hereby agrees to use the CDBG funds provided to Subrecipient solely for the Project, and specific Project objectives, more specifically set forth in **Exhibit A** ("**Project**"). The CDBG funds shall be used solely to reimburse the actual expenses incurred by Subrecipient for the project as set forth in the "**Budget**" attached hereto as **Exhibit C** and incorporated herein by reference.

B. National Objectives. The Subrecipient certifies that the Project activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives: 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums of blight, or 3) meet community development needs having a particular urgency, as defined in 24 CFR Part 570.208. Subrecipient shall be required to repay the Grantee for any CDBG funds expended by Subrecipient on any project, or portion thereof, that does not meet a national objective as defined above.

The SUBRECIPIENT hereby represents, warrants, and certifies that the Project activities carried out under this Agreement will meet the National Objective 570.201 (E).

C. Staffing. Staffing is the responsibility of the Subrecipient. The Subrecipient will provide staff assistance in preparing and submitting invoices to the Grantee for payment of CDBG funds.

E. Performance Monitoring. The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to

correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

For purposes of implementing this Agreement and monitoring Subrecipient's performance, Grantee will appoint a Project Liaison that will coordinate with the Subrecipient. The parties will meet as necessary to provide for the efficient and smooth implementation of this Agreement and the activities contained herein.

F. Subrecipient Representations. Subrecipient hereby represents and warrants that:

1) it has read and is familiar with all of the terms and provisions of the Act and the regulations applicable to Subrecipient;

2) is a nonprofit organization permitted to receive CDBG funds under the Act and related regulations; and

3) the use of the facility, the Project, and/or the expenses to be reimbursed by the CDBG funds, as described in the budget below are permitted uses of CDBG funds under the Act and the related regulations.

G. Federal Award Identification.
Federal award identification information regarding the funding provided to Subrecipient by this Agreement, as required by 24 CFR 200.331, is included in **Exhibit B**, attached hereto and incorporated herein.

II. TERM.

Unless earlier terminated as provided for herein, the term of this Agreement shall start on the first Day of July, 2024 and expire on the 30th day of June 2025 (the "**Term**"). The Term shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income.

III. BUDGET.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the Project Budget and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. The Grantee and the Subrecipient must approve any amendments to the Project Budget in writing.

IV. DISBURSEMENT OF CDBG FUNDS.

A. Maximum Amounts. It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed _____ **Dollars ($ AMOUNT) For Public Improvements/Public Services**. CDBG funds shall be used solely to reimburse the actual expenses incurred by Subrecipient for the project as set forth in the Budget.

B. Disbursement Procedure. Not more frequently than monthly and no less than quarterly, Subrecipient shall submit an invoice to Grantee, in a form acceptable to the Grantee, setting forth the amounts actually expended by Subrecipient for the Project. Said invoice shall, at a minimum, set forth each budget category for which reimbursement is sought, a description of the expense, the total budgeted amount for the category, the amount requested to be reimbursed for each

budget category, and the total amount expended for each budget category to date. Said invoice shall be accompanied with such additional supporting information as requested by the Grantee, including, but not limited to, paid receipts for each expense.

C. Conditions of Disbursement. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200. Subrecipient shall be required to repay the Grantee for any CDBG funds expended by Subrecipient on any Project, or portion thereof, that does not meet a national objective as defined above.

D. Account Management Standards. The Subrecipient shall certify that the Subrecipient's financial system is in accordance with the standards specified in OMB Circular 110, or 24 CFR Part 84.

V. NOTICES

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail to the following contract representatives:

Grantee	Subrecipient
Midori Lichtwardt	Name
City Manager	Title
City of Tracy	Organization
333 Civic Center Drive	Address
Tracy, CA 95376	City, State, Zip Code
O: 209-831-6115	O: XXX-XXX-XXXX
F: 209-831-6120	F: XXX-XXX-XXXX

Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Paragraph.

VI. SPECIAL CONDITIONS

Not Applicable.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including but not limited to Subpart K of 24 CFR Part 570. The Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this contract, including but not limited to 2 CFR Part 200. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the project.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent subrecipient. Subrecipient shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Grantee.

C. Indemnification and Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges, liabilities, costs and expenses (including attorneys' fees) and judgments whatsoever that arise out of or in connection with, either directly or indirectly, the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Insurance

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

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 $2,000,000 general aggregate and $1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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.

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

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

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

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

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

6. Notice of Cancellation. Subrecipient 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. Subrecipient shall immediately obtain a replacement policy.

7. **Authorized Insurers.** All insurance companies providing coverage to Subrecipient 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.

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

9. **Substitute Certificates.** Subrecipient 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.

10. **Subrecipient's Obligation.** Maintenance of insurance by the Subrecipient as specified in this Agreement shall in no way be interpreted as relieving the Subrecipient of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Subrecipient 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.

E. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

F. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body, if necessary. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

G. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph I.A above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein after Grantee provides notice and a

reasonable opportunity to cure; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee or is otherwise adjudicated to be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR Part 84.21-28, 2 CFR Part 200 and agrees to adhere to the accounting principles required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 230 "Cost Principles for Non-Profit Organizations," or 2 CFR Part 215-220 "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 and additionally outline in 2 CFR Part 200, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program;
c. Records required determining the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR Part 570.502, and 24 CFR Part 84.21-28 and 2 CFR Part 200; and
g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of all activities funded under this Agreement. The retention period starts from the date of submission of the consolidated annual performance and evaluation report (CAPER), in which the specific activity is reported on for the final time. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year

period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of minor, that of a responsible parent/guardian.

5. Property Records\Reversion of Assets

The Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.

a. Reversion of assets.

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200.311-313 as applicable, and 24 CFR 570.201(b), 570.505 and 570.503(b)(7) also refer to CPD Notice 17-09, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement (or such longer period of time as the Grantee deems appropriate). If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved

under this Agreement after the expiration of the five-year period (or such longer period of time as the Grantee deems appropriate).

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

Any changes in the use or planned use of assisted real property shall be bound by the requirements of 24 CFR 570.505.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and, as applicable, 2 CFR Part 200 Subpart F.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly, on a monthly basis, all program income as defined at 24 CFR 570.500(a) generate by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in a form, attached herein as **Exhibit D** on a calendar quarterly basis.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. Additionally, the Subrecipient will forward a copy of the inventory records to the Grantee after acquiring equipment. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. Procurement Standards

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.318-345. Procurement Standards, and shall subsequently follow, Property Management Standards as modified by 2 CFR Part 200.313 (3)(b),(c), and (e), covering utilization and disposal of property.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this contract.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in § 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition demolition or conversion for a CDBG-assisted project. The

Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil right ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The

Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this Agreement, the term "minority and female business enterprise" mean a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors. Subrecipient may not subcontract any portion of this agreement or the project without the prior written consent of Grantee.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract

Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the Grantee pertaining to such 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

In accordance with Article 2 (commencing at section 1770), Chapter 1, Part 7, Division 2 of the Labor Code of California, the Director of the Department of Industrial Relations has determined the general prevailing rate of wages applicable to the work to be done. These rates are set forth in a schedule located at the State Department of Industrial Relations, Director of Industrial Relations. This schedule is on file with the District and available to any interested party on request. Attention is further directed to the provisions Section 1773.8 of the Labor Code of the State of California concerning payment of travel and subsistence payments as defined in the applicable collective bargaining agreements on file with the Department of Industrial Relations affecting each worker needed to execute the work. Attention is further directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code of the State of California concerning employment of apprentices by the Contractor or a subcontractor. Each prime contractor and all subcontractors are responsible for compliance with all requirements of the California Labor Code, including, but not limited to, sections 1777.5 and 1777.6.

3. "Section 3" Clause

   a. Compliance

   Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

This project will be monitored by the Department of Industrial Relations, Compliance Monitoring Unit (CMU) pursuant to the California Labor Code Section 1771.3 and the California Code of Regulations Sections 16450-16464. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1[a]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to the Labor Code section 1725.5. All contractors and subcontractor must furnish electronic certified payroll records directly to Labor Commissioner once monthly. In addition, the contractor and subcontractors must submit the certified payroll records to the District's Labor Compliance Subrecipient for review.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign, subcontract or transfer any interest in this contract without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict-of-interest provisions apply to any person who is an employee, agent, Subrecipient, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients that are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification - Paragraph d

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright
If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization
The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

XVII. ENVIRONMENTAL CONDITIONS

A. Air and Water
The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this contract: Clean Air Act, 42 U.S.C., 7401, et seq.; Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection
In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint
The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures might be undertaken.

D. Historic Preservation
The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

XII. DRUG FREE WORKPLACE

Subrecipient will provide a drug-free workplace by undertaking the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about:
   a. the dangers of drug abuse in the workplace;
   b. the subrecipient's policy of maintaining a drug-free workplace;
   c. c. any available drug counseling, rehabilitation, and employee assistance programs; and
   d. d. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;

4. Notifying the employee in the statement required by paragraph 1 that as a condition of employment under the grant the employee will:
   a. abide by the terms of the statement; and
   b. notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the Grantee in writing, within ten calendar days after receiving notice under subparagraph 4. b. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking on of the following actions, within 30 calendar days of receiving notice under subparagraph 4. b., with respect to any employee who is so convicted:
   a. taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   b. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

XIII SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XVI. MISCELLANEOUS

A. Waiver.

No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

B. Applicable Law.
This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Venue for any dispute arising out of this Agreement shall be the state and federal courts located in San Joaquin County, California.

C. Attorneys' Fees.
If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorney fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

D. Interpretation.
The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply

E. Integration.
It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

[Signatures Follow]

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

GRANTEE

Midori Lichtwardt
City Manager
City of Tracy

SUBRECIPIENT

Name
Title (CEO)
Organization

Name
Title (CFO)
Organization

APPROVED AS TO FORM

Bijal Patel
City Attorney

EXHIBIT A

PROJECT

1. Project Description

2. Specific Project Objectives

Objective	Allocation
(A) Project Name	$ AMOUNT

EXHIBIT B

FEDERAL AWARD IDENTIFICATION INFORMATION

i) Subrecipient's name:

ii) Subrecipient's Unique Entity Identifier (UEI):

iii) Federal Award Identification Number (FAIN):

iv) Federal Award Date: 7/1/2024

v) Subaward Period of Performance Start and End Date: 7/1/2024-6/30/2025

vi) Amount of Federal Funds Obligated by this action by the CITY entity to the Participant:

vii) Total Amount of Federal Funds Obligated to the Participant by the CITY including the current obligation:

viii) Total Amount of the Federal Award committed to the Participant by the CITY:

ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):

x) Name of Federal awarding agency: US Department of Housing and Urban Development

xi) Contact information for CITY official responsible for awarding funding:

Joseph Viorge-Koide

Acting Management Analyst

Joseph.Viorge-Koide@cityoftracy.org

(209)831-6489

xii) CFDA Number and Name:

xiii) Identification of whether the award is R&D:

xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged per 24 CFR 200.414 Indirect (F&A) costs):

EXHIBIT C

PROJECT BUDGET

Line Item:	Amount:
Salaries	
Fringe	
Office Space (Program Only)	
Utilities	
Communications	
Reproduction/Printing	
Supplies and Materials	
Mileage	
Audit	
Other (program implementation)	
Indirect costs (specify)	
TOTAL	$

EXHIBIT D

Quarterly Subrecipient Activity Report

(See Attached)

Final Allocations for CDBG/HOME FY 25-26

CDBG Public Service

Rank	Applicant	FY 25-26 Estimated Allocation	FY 25-26 Final Allocation	Difference
1	Stockton Food Bank	$5,500	$5,500	$0
2	San Joaquin County Food Services Pool	$6,600	$6,600	$0
3	Tracy Interfaith Ministries	$8,000	$8,000	$0
4	San Joaquin Fair Housing	$5,500	$5,500	$0
5	Tracy Community Connections Center	$5,555.10	$8,000	$2,444.90
6	Community Partnerships of San Joaquin	$5,000	$6,441.50	$1,441.50
7	Health Services Agency	$5,000	$5,000	$0
8	McHenry House Tracy Family Shelter	$5,000	$5,000	$0
9	Boys and Girls Club	$5,000	$5,000	$0
10	Prevail	$5,000	$5,000	$0
11	UNeed2	$5,000	$5,000	$0
12	Tracy Earth Project	$5,000	$5,000	$0
13	Sow a Seed	$5,000	$5,000	$0
14	Tracy Seniors Association	$5,000	$0	($5,000)

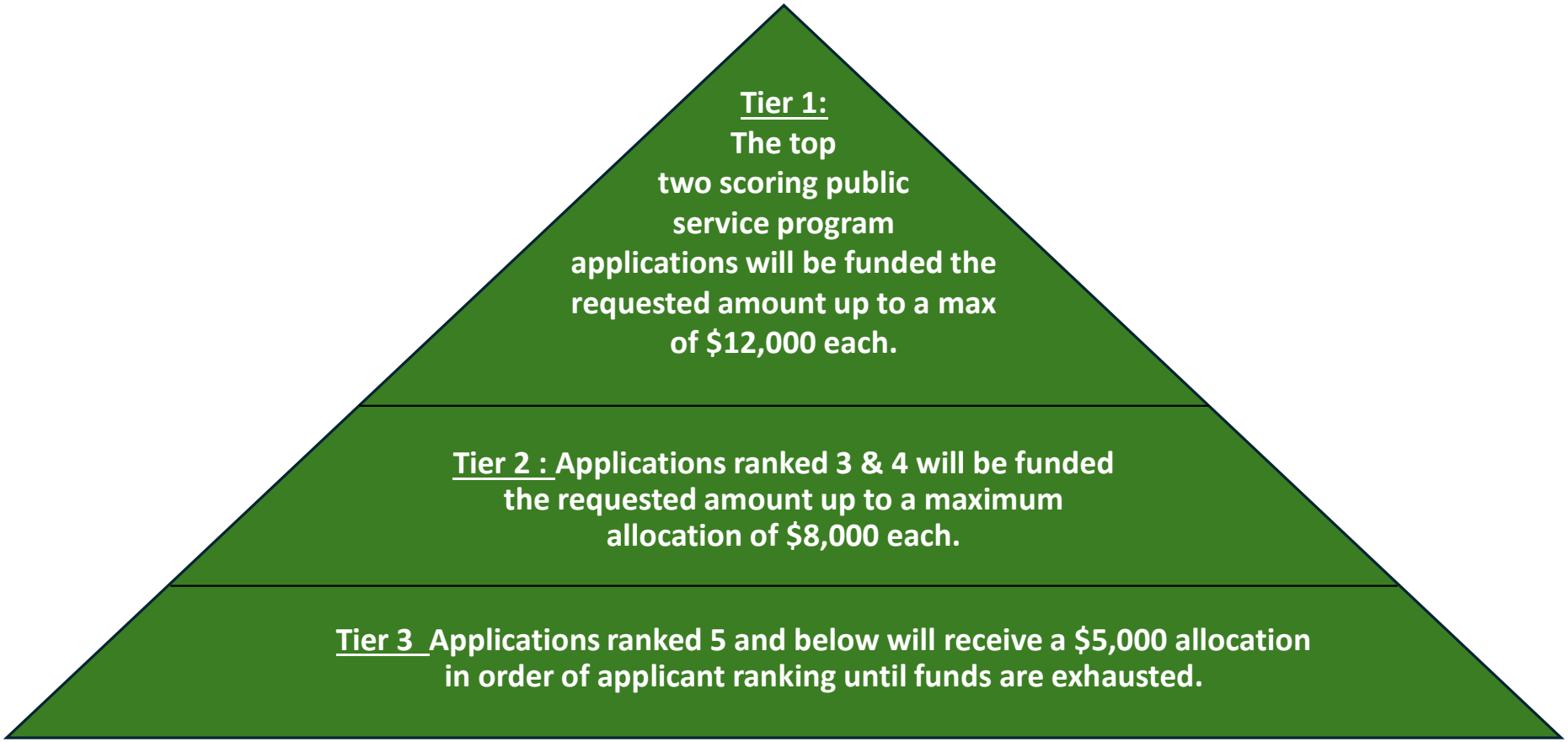
CDBG Public Facilities

Applicant	FY 25-26 Estimated Allocation	FY 25-26 Final Allocation	Difference
City of Tracy – Administration	$87,119	$83,963.75	($3,155.25)
City of Tracy – Pedestrian ADA Improvements	$361,676.00	$358,520.75	($3,155.25)

HOME

Applicant	FY 25-26 Estimated Allocation	FY 25-26 Final Allocation	Difference
	$143,836	$137,920	($5,916)

Attachment C



APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

AMENDING THE FISCAL YEAR 2025-2026 ALLOCATION AMOUNTS APPROVED IN RESOLUTION NO 2025-095, AS FOLLOWS: A) DECREASE THE COMMUNITY DEVELOPMENT BLOCK GRANT AWARDS FROM $527,994.10 TO $520,570, AND B) REDUCE THE HOME INVESTMENT PARTNERSHIP PROGRAM AWARDS FROM $143,836 TO $137,920 WITH ADJUSTMENTS TO THE SUBRECIPIENT AWARDS OF BOTH PROGRAMS TO REFLECT THE FINAL ALLOCATIONS DETERMINED BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, 2) AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE TO EXECUTE FUNDING AGREEMENTS WITH SUBRECIPIENTS FOR BOTH PROGRAMS, AND 3) APPROPRIATING THE FULL ALLOCATION TO THE COMMUNITY DEVELOPMENT BLOCK GRANT FUND FISCAL YEAR 2025-26 BUDGET.

WHEREAS, CDBG and HOME funds are allocated to cities and counties by the United States Department of Housing and Urban Development (HUD) for use in projects, programs, and services that demonstrate a benefit to low and moderate income persons; and

WHEREAS, the City of Tracy (City) receives an annual pass-through allocation from the County of San Joaquin (County), which serves as the entitlement agency for these two federal programs; and

WHEREAS, estimated aggregate funding and award allocations for FY2025-2026 were adopted by City Council on May 6, 2025, through Resolution No. 2025-095; and

WHEREAS, the City, as a subrecipient of the County, has received final allocations of $5220,570 in CDBG funds and $137,920 in HOME funds for FY2025-2026, which is a different amount than what was approved by City Council; and

WHEREAS, to reflect the final allocations provided by HUD, Staff has proposed adjustments to the subrecipients awards originally approved by the City Council in Resolution No. 2025-095; such adjustments are reflected in more detail in Exhibit 1; and

WHEREAS, a comparison of the proposed adjustments to the subrecipient awards originally approved by the City Council is reflected in the report for this Agenda Item; and

WHEREAS, the subrecipients receiving CDBG and HOME funding are required to enter into an agreement with the City and/or County to ensure funds are spent in accordance with the applications that were evaluated to determine funding eligibility and amounts; now, therefore, be it

RESOLVED: That the City Council does hereby approve the amendment of the FY2025-2026 allocation amounts approved in Resolution No. 2025-095, as follows: A) Decrease the Community Development Block Grant awards from $527,994.10 to $520,570 and B) Reduce the Home Investment Partnership Program awards from $143,836 to $137,920 with adjustments to the subrecipient awards of both programs to reflect the final formula allocations determined by the United States Department of Housing and Urban Development; and be it

FURTHER RESOLVED: That the City Council does hereby authorize the City Manager to execute funding agreements, on behalf of the City, with the subrecipients in the amounts reflected in Exhibit 1; and be it

FURTHER RESOLVED: That the City Council does hereby authorize appropriation of the full allocation to the CDBG fund fiscal year 2025-26 budget.

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

The foregoing Resolution 2025-_____ was adopted by the City Council on the 19th day of August 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 – Final Allocations for CDBG/HOME FY25-26

Exhibit 1

Final Allocations for CDBG/HOME FY 25-26

CDBG Public Service

Rank	Applicant	FY 25-26 Estimated Allocation	FY 25-26 Final Allocation	Difference
1	Stockton Food Bank	$5,500	$5,500	$0
2	San Joaquin County Food Services Pool	$6,600	$6,600	$0
3	Tracy Interfaith Ministries	$8,000	$8,000	$0
4	San Joaquin Fair Housing	$5,500	$5,500	$0
5	Tracy Community Connections Center	$5,555.10	$8,000	$2,444.90
6	Community Partnerships of San Joaquin	$5,000	$6,441.50	$1,441.50
7	Health Services Agency	$5,000	$5,000	$0
8	McHenry House Tracy Family Shelter	$5,000	$5,000	$0
9	Boys and Girls Club	$5,000	$5,000	$0
10	Prevail	$5,000	$5,000	$0
11	UNeed2	$5,000	$5,000	$0
12	Tracy Earth Project	$5,000	$5,000	$0
13	Sow a Seed	$5,000	$5,000	$0
14	Tracy Seniors Association	$5,000	$0	($5,000)

CDBG Public Facilities

Applicant	FY 25-26 Estimated Allocation	FY 25-26 Final Allocation	Difference
City of Tracy – Administration	$87,119	$83,963.75	($3,155.25)
City of Tracy – Pedestrian ADA Improvements	$361,676.00	$358,520.75	($3,155.25)

HOME

Applicant	FY 25-26 Estimated Allocation	FY 25-26 Final Allocation	Difference
	$143,836	$137,920	($5,916)

August 19, 2025

Agenda Item 1.W

RECOMMENDATION

Staff recommends that the City Council adopt a resolution, 1)approving Amendment No. 1 to the partially executed Freeway Agreement with the California Department of Transportation for the Interstate 580/Lammers Road Undercrossing Project, 2) Granting Authority to the City Manager to Execute Future Amendments to the Freeway Agreement and Freeway Maintenance Agreement.

EXECUTIVE SUMMARY

This agenda item seeks adoption of a resolution by the City Council 1)approving the amendment No. 1 to the partially executed Freeway Agreement (Agreement) with the California Department of Transportation (Caltrans) for the Interstate 580/Lammers Road Undercrossing Project (Project) and 2) Granting Authority to the City Manager to Execute Future Amendments to the Freeway Agreement and Freeway Maintenance Agreement.

On June 11, 2025, Caltrans returned the partially executed FA to the City and requested revisions to the language of both the FA and the resolution adopted on October 15, 2024.

BACKGROUND AND LEGISLATIVE HISTORY

Interstate 580 (I-580) was declared to be a freeway by resolution of the California Highway Commission on August 27, 1958. The State and County of San Joaquin have entered into a Freeway Agreement dated December 1, 1965, relating to that portion of State Highway Route 580 between the Alameda County Line and the Stanislaus County Line. The City has subsequently annexed certain areas, including a portion of such freeway covered by the Freeway Agreement (FA) dated December 1, 1965, with the County of San Joaquin.

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

The purpose of the Freeway Agreement is to establish a framework for the partnership between the City and Caltrans for the construction acceptance of the Lammers Road Undercrossing improvements. The Agreement outlines how right-of-way will be acquired, and how the City will assume control and maintenance of relocated City streets, frontage roads, and other local roads constructed as part of the Project. In December 2024, the City Council had approved the execution of a Freeway Maintenance Agreement (FMA) to dedicate to Caltrans the Lammers Road undercrossing and to establish how the City would maintain the Freeway in and around the areas of the Lammers undercrossing. Cal Trans has not yet executed the FMA because

they have requested amendments and modifications to the FA. Staff returns now with the requested amendments and modifications for approval by Council.

ANALYSIS

The execution of the revised and amended FA is a prerequisite for Caltrans to accept the Lammers Road Undercrossing Improvements at Interstate 580 (Project) and enter into a FMA.

The Freeway Maintenance Agreement was approved by the City Council on December 17, 2024 under resolution No. 2024-229. After the approval, the City executed the Freeway Maintenance Agreement and submitted it to Caltrans for full execution. Caltrans subsequently informed staff that it cannot countersign the FMA until the FA is amended and agreed to by the City.

The FA was approved by the City Council on October 15, 2024, under Resolution No. 2024-176. After approval, the City of Tracy executed the agreement and submitted it along with the resolution to Caltrans for full execution. On June 11, 2025, Caltrans returned the partially executed FA to the City and requested revisions to the language of both the FA and the resolution adopted on October 15, 2024. Staff now returns with the requested revisions to the agreement for approval by the City Council.

Once the City Council approves Amendment No. 1 to the FA, the resolution and the amended FA will be submitted to Caltrans for full execution. This will allow Caltrans to also fully execute the FMA. After both agreements are fully executed, the Community Facilities District (CFD) District No. 2016-1 (Tracy Hills) will fund the maintenance of the improvements, which will be included in the City's Public Works Operations budget.

Now, staff recommends that the City Council adopt a resolution to approve Amendment No. 1 to the partially executed Freeway Agreement with Caltrans.

FISCAL IMPACT

There are no costs associated with approving Amendment No. 1 to the partially executed Freeway Agreement. Upon complete execution of the Freeway Agreement and the Freeway Maintenance Agreement. Community Facilities District (CFD) District No. 2016-1 (Tracy Hills) will fund the maintenance of the improvements, which will be included in the City's Public Works Operations budget.

COORDINATION

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

CEQA DETERMINATION

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

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council, by resolution, 1) approve Amendment No. 1 to the partially executed Freeway Agreement with the California Department of Transportation for the Interstate 580/Lammers Road Undercrossing Project, 2) Grant Authority to the City Manager to Execute Future Amendments to the Freeway Agreement and Freeway Maintenance Agreement.

Prepared by: Habibullah Habib, PE, Senior Civil Engineer

Reviewed by: Sharat Bandugula, PE, Assistant City Engineer
Even Marcelo, City Engineer
Sara Castro, Finance Director
Arturo M. Sanchez, Assistant City Manager
L. David Nefouse, City Attorney

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Amendment No.1 to the Execution of Caltrans Freeway Agreement

FREEWAY AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of _____, by and between the STATE OF CALIFORNIA acting by and through the Department of Transportation (herein referred to as "STATE"), and the City of Tracy (herein referred to as "CITY"),

WITNESSETH:

WHEREAS, the highway described above has been declared to be a freeway by Resolution of the California Highway Commission on August 27, 1958 and;

WHEREAS, STATE and COUNTY of San Joaquin have entered into a Freeway Agreement dated on December 1, 1965, relating to that portion of State Highway Route 580 between the Alameda County Line and the Stanislaus County Line, and

WHEREAS, CITY has subsequently annexed certain areas including portions of such freeway covered by the Freeway Agreement dated December 1, 1965, with the County of San Joaquin.

WHEREAS, a revised plan map for such freeway has been prepared showing the proposed plan of the STATE as it affects streets of the CITY; and

WHEREAS, it is the mutual desire of the parties hereto to enter into a new Freeway Agreement in accordance with the revised plan of said freeway;

NOW, THEREFORE, IT IS AGREED:

1. This Agreement supersedes that portion of said Freeway Agreement dated December 1,1965 from South Tracy City Limit 0.2 mile south of Corral Hollow Road to North Tracy City Limit 2.0 miles south of Patterson Pass Road, relating only to State Highway Route 580.

2. CITY agrees and consents to the closing of CITY streets, relocation of CITY streets, construction of frontage streets and other local streets, and other construction affecting CITY streets, all as shown on the plan map attached hereto, marked Exhibit A, and made a part hereof by reference.

3. The obligations of STATE and CITY with respect to the funding and construction of the freeway project will always be dealt with in separate Cooperative Agreement(s) between the parties, and any amendments thereto, or Encroachment Permits issued to CITY. The parties responsible for the construction of the freeway shall make any changes affecting CITY streets only in accordance with the plan map attached hereto, marked Exhibit A.

4. The obligations of STATE and CITY with respect to the acquisition of the rights of way required for the construction, reconstruction, or alteration of the freeway and CITY streets, frontage streets, and other local streets will always be dealt with in separate Cooperative Agreement(s) between the parties, and any amendments thereto or Encroachment Permits issued to CITY.

5. It is understood between the parties that the rights of way may be acquired in sections or units, and that both as to the acquisition of right of way and the construction of the freeway project, the obligations of STATE and CITY hereunder shall be carried out at such time and for such unit or units of the project as funds are budgeted and made lawfully available for such expenditures.

6. CITY will accept control and maintenance over each of the relocated or reconstructed CITY streets, any frontage streets, and other local streets constructed as part of the project, on receipt of written confirmation that the work thereon has been completed, except for any portion which is adopted by STATE as a part of the freeway proper. If acquired by STATE, CITY will accept title to the portions of such streets lying outside the freeway limits upon relinquishment by STATE.

7. This Agreement may be modified at any time by the mutual consent of the parties hereto, as needed to best accomplish, through STATE and CITY cooperation, the completion of the whole freeway project for the benefit of the people of the STATE and of the CITY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers.

STATE OF CALIFORNIA
Department of Transportation

TONY TAVARES
Director of Transportation
By

GRACE MAGSAYO
District 10 Director

APPROVED AS TO FORM:

Attorney (State)

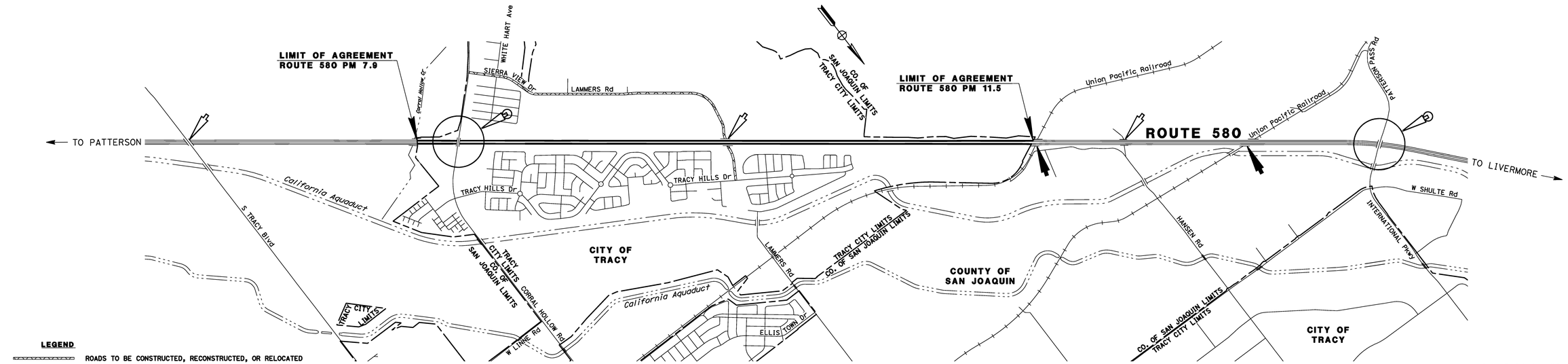
THE CITY OF Tracy
By

DAN ARRIOLA
City Mayor

APPROVED AS TO FORM:

L. DAVID NEFOUSE
City Attorney

EXHIBIT A



LEGEND

- ROADS TO BE CONSTRUCTED, RECONSTRUCTED, OR RELOCATED
- FREEWAY AND CONNECTIONS
- SEPARATION
- RAILROAD SEPARATION
- INTERCHANGE

SCALE IN FEET
0 750 1500 3000

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
MAP SHOWING
10-SJ-580 PM 7.9/11.5

FREEWAY IN THE CITY OF TRACY

ON ROUTE 580 FROM SOUTH TRACY CITY LIMIT
0.2 MILE SOUTH OF CORRAL HOLLOW ROAD
TO NORTH TRACY CITY LIMIT
2.0 MILES SOUTH OF PATTERSON PASS ROAD

IN SAN JOAQUIN Co. PM 7.9/11.5

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2025-_____

---

1) **APPROVING AMENDMENT NO. 1 TO THE PARTIALLY EXECUTED FREEWAY AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE INTERSTATE 580/LAMMERS ROAD UNDERCROSSING PROJECT.**
2) **B) GRANTING AUTHORITY TO THE CITY MANAGER TO EXECUTE FUTURE AMENDMENTS TO THE FREEWAY AGREEMENT AND FREEWAY MAINTENANCE AGREEMENT.**

WHEREAS, the highway described above was declared to be a freeway by resolution of the California Highway Commission on August 27, 1958; and

WHEREAS, State and County of San Joaquin have entered into a Free Agreement dated December 1, 1965, relating to that portion of State Highway Route 580 between the Alameda County Line and the Stanislaus County Line; and

WHERAS, the City has subsequently annexed certain areas, including portion of such freeway covered by the Freeway Agreement (FA) dated December 1, 1965, with the county of San Joaquin; and

WHEREAS, Lammers Road is an existing local two-lane road that terminates on the north side of the California Aqueduct north of I-580 with no existing crossing of I-580; and

WHEREAS, in order to support circulation for Tracy Hills Specific Plan development, Lammers Road has to be extended under I-580 to connect new local street networks being completed on both sides of I-580 and provide an alternative crossing under I-580 to the adjacent and existing Corral Hollow Road (Project); and

WHEREAS, City staff, in coordination with Integral Communities (Developer), worked with Caltrans with respect to the design and construction of the Lammers Road Undercrossing at Interstate 580, Caltrans Project ID 1021000044 (Valpico Undercrossing – Caltrans Bridge No. 29-0165 R/L); and

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

WHEREAS, in December 2024, the City Council had approved the execution of a Freeway Maintenance Agreement (FMA) to dedicate to Caltrans the Lammers Road undercrossing and to establish how the City would maintain the Freeway in and around the areas of the Lammers undercrossing. Cal Trans has not yet executed the FMA because they have requested amendments and modifications ot the FA. Staff returns now with the requested amendments and modifications for approval by Council; and

WHEREAS, the execution of the revised and amended FA is a prerequisite for Caltrans to accept the Lammers Road Undercrossing Improvements at Interstate 580 (Project) and enter into a FMA; and

WHERAS, The Freeway Maintenance Agreement was approved by the City Council on December 17, 2024 under resolution No. 2024-229. After the approval, the City executed the Freeway maintenance agreement and submitted it to Caltrans for full execution. Caltrans subsequently informed staff that it cannot counter-sgn the FMA until the FA is amended and agreed to by the City; and

WHEREAS, the FA was approved by the City Council on October 15, 2024, under Resolution No. 2024-176. After approval, the City of Tracy executed the agreement and submitted it along with the resolution to Caltrans for full execution. On June 11, 2025, Caltrans returned the partially executed FA to the City and requested revisions to the language of both the FA and the resolution adopted on October 15, 2024. Staff now returns with the requested revisions to the agreement for approval by the City Council; and

WHEREAS once the City Council approves Amendment No. 1 to the FA, the resolution and the amended FA will be submitted to Caltrans for full execution. This will allow Caltrans to also fully execute the FMA. After both agreements are fully executed; and

WHEREAS, there are no costs associated with approving Amendment No. 1 to the partially executed Freeway Agreement. Upon complete execution of the Freeway Agreement and the Freeway Maintenance Agreement. Community Facilities District (CFD) District No. 2016-1 (Tracy Hills) will fund the maintenance of the improvements, which will be included in the City's Public Works Operations budget; and

WHEREAS, the Engineering Division coordinated with Caltrans for amending the execution of the Freeway Agreement; now, therefore, be it

RESOLVED: that the City Council, by resolution, 1) approve Amendment No. 1 to the partially executed Freeway Agreement with the California Department of Transportation for the Interstate 580/Lammers Road Undercrossing Project, 2) Grant Authority to the City Manager to Execute Future Amendments to the Freeway Agreement and Freeway Maintenance Agreement; and be it

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

The foregoing Resolution 2025-_____ was adopted by the City Council on the 19th day of August, 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 – Amendment No.1 to the execution of the Caltrans Freeway Agreement.

FREEWAY AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of _____, by and between the STATE OF CALIFORNIA acting by and through the Department of Transportation (herein referred to as "STATE"), and the City of Tracy (herein referred to as "CITY"),

WITNESSETH:

WHEREAS, the highway described above has been declared to be a freeway by Resolution of the California Highway Commission on August 27, 1958 and;

WHEREAS, STATE and COUNTY of San Joaquin have entered into a Freeway Agreement dated on December 1, 1965, relating to that portion of State Highway Route 580 between the Alameda County Line and the Stanislaus County Line, and

WHEREAS, CITY has subsequently annexed certain areas including portions of such freeway covered by the Freeway Agreement dated December 1, 1965, with the County of San Joaquin.

WHEREAS, a revised plan map for such freeway has been prepared showing the proposed plan of the STATE as it affects streets of the CITY; and

WHEREAS, it is the mutual desire of the parties hereto to enter into a new Freeway Agreement in accordance with the revised plan of said freeway;

NOW, THEREFORE, IT IS AGREED:

1. This Agreement supersedes that portion of said Freeway Agreement dated December 1,1965 from South Tracy City Limit 0.2 mile south of Corral Hollow Road to North Tracy City Limit 2.0 miles south of Patterson Pass Road, relating only to State Highway Route 580.

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3. The obligations of STATE and CITY with respect to the funding and construction of the freeway project will always be dealt with in separate Cooperative Agreement(s) between the parties, and any amendments thereto, or Encroachment Permits issued to CITY. The parties responsible for the construction of the freeway shall make any changes affecting CITY streets only in accordance with the plan map attached hereto, marked Exhibit A.

4. The obligations of STATE and CITY with respect to the acquisition of the rights of way required for the construction, reconstruction, or alteration of the freeway and CITY streets, frontage streets, and other local streets will always be dealt with in separate Cooperative Agreement(s) between the parties, and any amendments thereto or Encroachment Permits issued to CITY.

5. It is understood between the parties that the rights of way may be acquired in sections or units, and that both as to the acquisition of right of way and the construction of the freeway project, the obligations of STATE and CITY hereunder shall be carried out at such time and for such unit or units of the project as funds are budgeted and made lawfully available for such expenditures.

6. CITY will accept control and maintenance over each of the relocated or reconstructed CITY streets, any frontage streets, and other local streets constructed as part of the project, on receipt of written confirmation that the work thereon has been completed, except for any portion which is adopted by STATE as a part of the freeway proper. If acquired by STATE, CITY will accept title to the portions of such streets lying outside the freeway limits upon relinquishment by STATE.

7. This Agreement may be modified at any time by the mutual consent of the parties hereto, as needed to best accomplish, through STATE and CITY cooperation, the completion of the whole freeway project for the benefit of the people of the STATE and of the CITY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers.

STATE OF CALIFORNIA
Department of Transportation

TONY TAVARES
Director of Transportation
By

GRACE MAGSAYO
District 10 Director

APPROVED AS TO FORM:

Attorney (State)

THE CITY OF Tracy
By

DAN ARRIOLA
City Mayor

APPROVED AS TO FORM:

L. DAVID NEFOUSE
City Attorney

August 19, 2025

Agenda Item 1.X

RECOMMENDATION

Staff recommends that the City Council receive an informational update on the Information Technology Strategic Plan prepared by Client First Technology Consulting.

EXECUTIVE SUMMARY

Client First Technology Consulting has completed a comprehensive five-year Information Technology Strategic Plan for the City of Tracy. The plan provides a roadmap to improve constituent services, increase operational efficiency, reduce risk, and enhance cybersecurity posture through strategic technology investments and staffing adjustments. The plan identifies and recommends technology initiatives to be implemented over time, and as funding allows, across multiple categories, with associated budget recommendations for implementation over the next five years.

BACKGROUND AND LEGISLATIVE HISTORY

In 2024, the City engaged Client First Technology Consulting to develop a comprehensive Technology Strategic Plan. The planning process involved extensive collaboration with all City departments, including the City Manager's Office, City Clerk, CAO, Community and Economic Development, Finance, Human Resources, Parks, Recreation, and Community Services, Police, and Public Works.

The City recognizes that technology is increasingly central to effective government operations and constituent engagement. As community expectations shift toward digital access to information and services, the City must strategically invest in its technological capabilities. Residents now expect 24/7 online access to government services, streamlined digital processes, and efficient communication channels with City staff. Additionally, robust technology infrastructure is a critical component of economic development, supporting business growth and attracting new enterprises to our community. Over the last several years the City has identified and implemented technology investments designed to effectively respond to the ever increasing reliance on technology.

This strategic plan acknowledges investments made to date and outlines and recommends additional investments that the City may, should funding be available, consider to evolve its digital presence and internal systems to meet these changing needs. By investing in technology, when possible, the City aims to enhance constituent engagement, improve service delivery, increase operational efficiency, and strengthen Tracy's position as a forward-thinking municipality in California.

ANALYSIS

The Technology Strategic Plan assessment revealed several key findings:
Current Strengths:

- The City's Information Technology department maintains a dedicated, professional staff motivated to improve operations.
- Recent increased funding has positively impacted technology infrastructure.
- Cybersecurity risk mitigation efforts have been effective.

Areas for Improvement:

- IT staffing levels
- Department applications requiring improvement or replacement
- GIS enhancements
- Technology infrastructure updates
- Enhanced cybersecurity, backup and disaster recovery capabilities

The City's technology spending has historically been below peer benchmarks, which has constrained staffing, infrastructure and application improvements.

Strategic Recommendations: The plan recommends several key strategies for implementation:

- Expand Office 365 to enhance collaboration
- Build additional redundancies in network infrastructure
- Improve disaster recovery capabilities
- Address gaps in business application systems
- Expand GIS functionalities

As funding allows, staff may recommend future positions such as, additional Business System Analysts to support enterprise applications and process improvement initiatives. The plan also recommends establishing a Technology Steering Committee for improved governance.

FISCAL IMPACT

The five-year strategic plan includes detailed budget estimates for all recommended initiatives.

The largest budget categories are:

- IT staffing
- IT infrastructure and data center
- Applications improvement

All recommended initiatives will follow normal budget request and procurement policies and will be subject to availability of funds. Specific budget appropriations will be brought forward separately for Council consideration as individual projects are implemented.

COORDINATION

This report was prepared in coordination with Client First Technology Consulting, the Information Technology Department, and all City departments who participated in the planning process.

STRATEGIC PLAN

The Technology Strategic Plan directly supports the City Council's Strategic Plan by providing a framework for technology improvements that will enhance service delivery, operational efficiency, and cybersecurity across all City departments.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council receive an informational update on the Information Technology Strategic Plan prepared by Client First Technology Consulting.

Prepared by: Norbert Ruijling, Chief Innovation Officer

Reviewed by: Sara Castro, Director of Finance
Arturo M. Sanchez, Assistant City Manager
L. David Nefouse, City Attorney

Approved by: Midori Lichtwardt, City Manager

Attachments:

Attachment A - Client First Technology Consulting Executive Presentation
Attachment B - Client First Strategic Plan

Attachment A

CLIENTFIRST
TECHNOLOGY CONSULTING

Executive Presentation

City of Tracy, CA

Presented by

David Krout, Partner, Management Consulting and Applications

Tom Jakobsen, Partner, IT Infrastructure and Operations

Presenters



David Krout, CPA *(inactive)*, Partner

- 25+ years Enterprise Applications Consulting Experience
- Worked with over 140 agencies
- Departmental Business Applications Solutions Architect



Tom Jakobsen, Partner

- 35+ years IT Infrastructure / Operations Consulting
- Oversees more 10+ IT departments for other agencies
- IT Infrastructure, Virtual CIO and IT Strategy Advisory

Agenda

- Introductions
- Technology Plan Objective
- Planning Methodology
- Assessment
- Strategies, Goals and Objectives
- Project Budgets
- Questions

Introductions

Who We Are

National in Scope – Local in Presence



We focus on local government agencies throughout the US:

Municipalities	**Utilities**
Counties	**School Districts**

National in Scope – Local in Presence

500+

US Agencies Serviced

3,500+

Projects Nationwide

150+

Technology Assessments and Plans

California Agencies



Technology Strategic Plan Objective

Actionable Roadmap for Improvement

Technology Master Plan Purposes



- Align technology with Tracy's strategies and goals
- Identify and budget for project initiatives to:
  - Improve constituent services
  - Increase division operational efficiency
  - Reduce risk
  - Improve cybersecurity posture
- Align IT staffing to meet Tracy's goals
- Provide actionable five-year roadmap
- Includes priorities, budget estimates, and timelines

Methodology

The Process and Approach to Developing the Plan

Phased Approach



Business Operations issues and needs determined first …

with strategies and goals to get there …

culminating in tactical/ actionable initiatives …

working with Tracy's Team throughout

Citywide Collaborative Approach

Included IT and All City Departments

- City Manager's Office
- City Clerk
- CAO
- Community and Economic Development
- Finance
- Human Resources
- Parks
- Recreation
- Community Services
- Police
- Public Works

- Dozens of City staff participated
- Department Questionnaires
- Information Requests
- Assessment Workshops
- Review Workshops
- Prioritization Workshops

Assessment

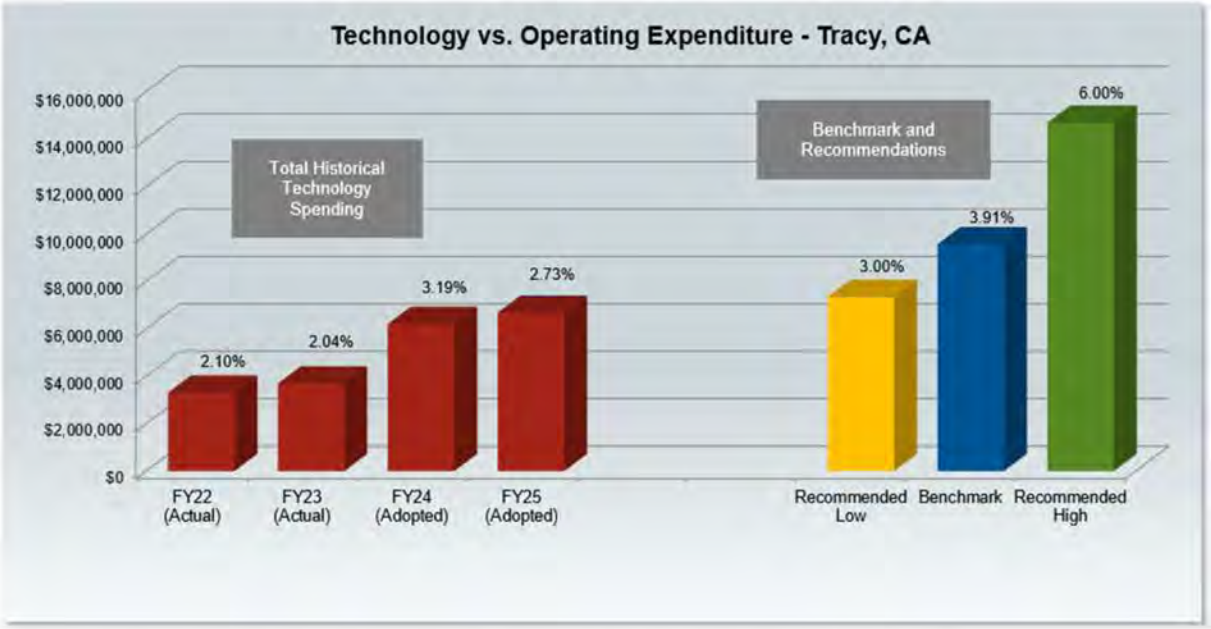
The Current Environment

Assessment Strengths - IT

- Dedicated, skilled, hard working staff.
- Motivated to improve operations and constituent services
- Efforts related to cybersecurity risk mitigation positive
  - Several important cyber security measures implemented
- Increased funding are already having positive impact on technology infrastructure

Assessment Findings – IT Budget

- Historically, IT spending significantly below peer benchmark
  - Reflects staffing and infrastructure improvement constraints
  - Additional spending on cybersecurity, redundancy, GIS and application improvements recommended



Benchmark of 43 local government agencies

Strategies, Goals, and Objectives

The Big Picture

Technology Strategies

- Expand the use of Office 365 to encourage collaboration
- Build additional redundancy
  - Internet connectivity
  - Network/infrastructure improvements
- Improve disaster recovery and business continuity capabilities



Technology Strategies

- Business Systems Analyst Skill Sets
  - Additional IS staff and third-party resources are required for application improvements

Expand GIS capabilities

  - GIS is a core technology for resident and staff services

- Technology Governance
  - A Technology Steering Committee can be an important contributor to managing this plan
- Best Practices
  - Following best practices are critical to ensuring success initiatives

Department/Application Strategies

- Gain efficiency through improved application utilization
  - Ongoing training and use optimization
  - Continuous process improvement through Assessment, Process Review, Software Selection, and Implementation Best Practices
- Improve the ERP, CAD/RMS, and ECMS systems
- Replace the Land Management and Enterprise Asset Management (Work Orders/Asset Management) Systems



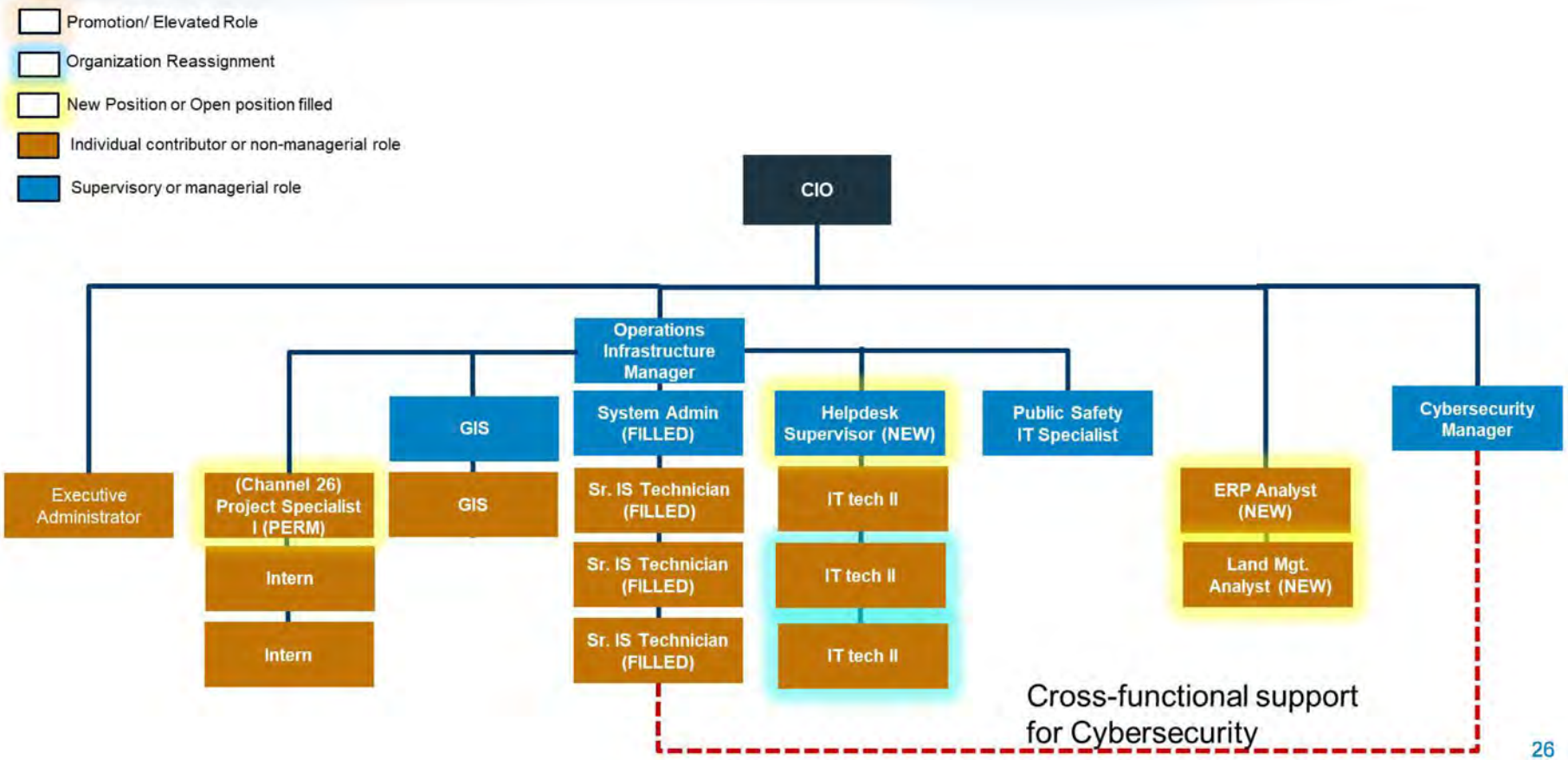
Recommended Initiatives

The Road Map

IT Staffing Needs

- Add Business Systems Analyst
  - Support enterprise systems
  - Focus on improved resident and staff service and business process improvement
- Add Help Desk Manager
  - Improve internal customer service
  - improve device management
- Utilize third-party subject matter experts to assist with complex projects full-time

IT Staffing Needs



Budgets

Budget – Technology Master Plan

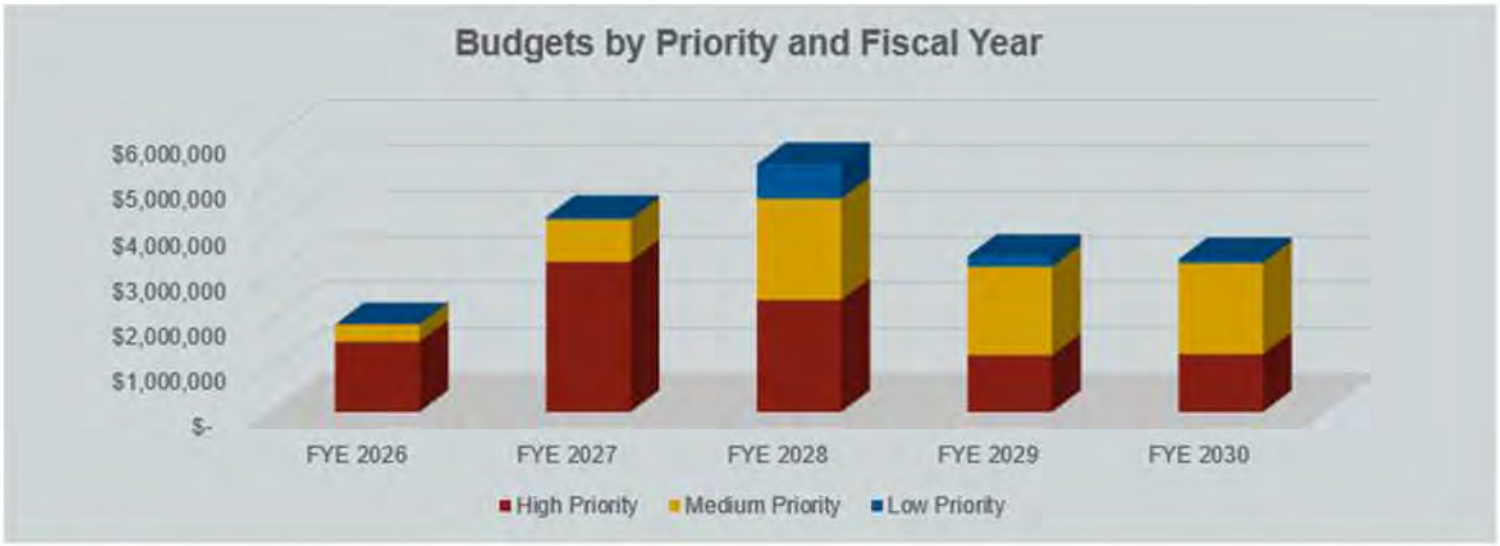
#	Technology Initiatives	Comments		Budget Range Low	Budget Range High	Funding Source(s)	FYE 2026	FYE 2027	FYE 2028	FYE 2029	FYE 2030
IT Infrastructure											
51	VMware Upgrade and Server Refresh	Hypervisor and server refresh. 2026 hypervisor budget. 2027 onward server refresh	L	$750,000	$950,000			$50,000	$750,000	$150,000	
52	Structured Connectivity System	Install Best Practices cabling to replace small unmanaged switches	H	$25,000	$50,000		$35,000				
53	Network Redesign	Firewall procurement and network Redesign via Third-Party	H	$250,000	$500,000		$100,000	$100,000	$100,000	$100,000	$100,000
54	Audiovisual Systems	Conduct initial assessment & then procure.	H	$250,000	$500,000			$50,000	$500,000		
55	Desktop Computer Standardization	Standardize desktop software (Office covered separately) - use image built-in Computer Equipment Replacement.	M	N/A	N/A						
	Computer Room, IT Closets, and Power Distribution Improvements	Centralized UPS and advanced power distribution units.	H	$75,000	$75,000		$25,000	$25,000	$25,000		
56	Metro-Area Network (MAN)	Policies and Procedures	M	$10,000	$15,000			$15,000			
57	Computer Room Power Improvements and Power Distribution	Centralized UPS and advanced power distributin units.	H	$75,000	$75,000		$25,000	$25,000	$25,000		
58	Video Surveillance System	To assess the cost and scope of replacing the cities video surveillance system and door access solution across all campuses, 2025 is the target. Budgetary numbers for the video surveillance system replacement in 2026.	H	$1,500,000	$2,000,000		$75,000	$1,000,000	$500,000	$150,000	$150,000
59	Building, Door, and Gate Access Control	See Above - Video Surveillance System	H	See Above	See Above						
Telecommunications											
60	Phone System Replacement	Refesh VOIP Phone system (RFP)	M	$225,000	$350,000				$350,000	$192,000	$192,000
IT Operations											
61	Network Management Tools	Third party support for Solarwinds redesign.	H	$25,000	$35,000		$35,000				
62	IT Asset Management Automation	Project and procurement activities for the solution underway	M	$15,000	$25,000			$25,000			
63	Help/Service Desk Ticketing System	Cost is covered under ITSM assessment for Helpdesk improvements under initative 3	H	N/A	N/A						
64	IT Cost Recovery (IT Budget Allocations)	Develop cost recover methodology for enterprise applications, staffing, cybersecurity and infrastructure.	M	$25,000	$50,000		$50,000				

Collaboratively prioritized by Departments

Five-Year budget plan

Plan designed to flex with Tracy operational demands and resources

Budget – Strategic Technology Plan



IT Staffing, IT Infrastructure and Applications Improvement are the largest budget categories

Plan Budget Summary

All recommended projects will follow normal budget request and procurement policies

- Technology infrastructure improvements:
  - Continuously increase cybersecurity toolset - reduce risk
  - Improve network infrastructure – eliminate end-of-life devices
  - Expand disaster recovery capabilities
  - Replace phone system
  - Consolidate video surveillance to a single platform
- Significant enterprise application system improvements and replacements
- Recommend third-party assistance for major application system improvements
- Additional staff to support divisions and improve service

Questions and Answers



Thank you!

That’s a wrap.

Exhibit B

Technology Master Plan

July 2025



Client Locations

Coast-to-Coast

Practice Locations

California
Illinois
North Carolina
Texas

800.806.3080
www.clientfirstcg.com

Optimal Technology Guidance

CLIENTFIRST
TECHNOLOGY CONSULTING

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Engagement Purpose and Background

Technology Master Plan Objective

This Technology Master Plan articulates a vision for supporting the work of the City through efficient technology use. This includes ensuring the proper technical resources and organizational structure to effectively manage information technology and the applications utilized by the departments. This plan identifies strategies for developing and implementing technology initiatives and projects supporting the organization's operational needs. The plan's recommendations focus on improving both the City's IT infrastructure and business applications.

Over several years, a well-documented plan guides the planning, procurement, implementation, and technology investment management for IT functions and City operational departments. It also provides strategies for resources related to operational technology and information technology service delivery.



This plan is the result of a comprehensive analysis of the following:

- A collaborative effort, including interviews and workshops involving all levels of the City's operational staff, the management team, end users, and other stakeholders, as available. Your input has been invaluable in shaping this plan.
- Existing hardware and network infrastructure, staffing, funding, applications, business systems, projects, processes, telecommunications, training, and other investments and resources currently in use by the City.
- Identification and prioritization of initiatives and projects to undertake over the next five years.
- Identification of the resources required to accommodate current and future technology requirements, such as IT operations and management, legal requirements, cybersecurity requirements, service delivery, cloud computing, staffing, and more.

Deliverables

The assessment and plan include:

- Project purpose and background
- Methodology for implementation and maintenance of the assessment
- Current technology environment summary
- Key benchmarking metrics
- Strategies, goals, and objectives
- Technology initiatives (projects) by priority
- Key issues
- Timelines
- Technology plan budgets

Methodology and Approach

ClientFirst uses a five-phase methodology for technology master planning. This phased approach serves as the cornerstone of the project by allowing a collaborative process to shape and develop the recommendations.



Technology Assessment Summary

Overview

Technology Best Practices

Following best practices as a part of each technology project initiative is critical to ensuring the initiative's success and allowing the City to realize the potential benefits. The plan details several best practices to ensure the City's future success. Key best practices include:

- **Software Needs Assessment**: Software needs assessments to identify and define the detailed needs of the City's users and stakeholders.
- **Business Process Reviews**: A business process review systematically examines an organization's business processes and workflows to identify areas where the City can improve its efficiency and effectiveness.
- **Software Selection**: Selecting the right system and technology is more critical than ever because operational efficiency and effectiveness are directly dependent on the use of business applications. Organizations that follow best practices recognize that they must take advantage of automation to meet growing constituent and staff demands.
- **User Training**: Ensuring the City's staff can utilize the available software applications is critical to ensuring maximum application utilization and adoption, which will promote efficiency and productivity, thereby reducing and eliminating manual processes and workarounds.
- **Project Management**: Successful implementations follow the same basic formula. As detailed in the plan, utilizing documented and proven best practices will provide the City with a solid foundation for success.

With each of these technology project initiatives, whether improvement or replacement, utilizing a best practice approach to the project will benefit the City. Key benefits include:

- **Improve Chances of Success**: Following best practices improves the chances of successful software implementation because they are based on the experience of others who have successfully implemented software.
- **Reduce Risk of Failure**: Following best practices reduces the risk of a software implementation failure by identifying and mitigating potential risks.
- **Time and Money Savings**: Following best practices streamlines the implementation process and avoids costly mistakes.
- **Improve Quality of Software**: Following best practices improves the quality of the software implemented by ensuring that the software meets the applicable user's needs and is rigorously tested.
- **Improve User Experience**: Following best practices improves the user experience of the software implemented by ensuring that the software is easy to use.

In developing this plan, ClientFirst applied a best practices approach combining decades of public sector technology experience with industry-standard best practices such as Control Objectives for Information and related Technology (COBIT), Information Technology Infrastructure Library (ITIL), and Prosci Change Management. ClientFirst utilized this experience and body of knowledge in the analysis and recommendations throughout this project and planning reports.

IT Infrastructure and Operations

The City has done a good job of leveraging an increase in the IT budget to keep major IT infrastructure components up to date. Operational tools are available to assist with most major functions. Additional configuration and tuning are necessary to maximize operational tool effectiveness. Staff have been working to improve log management and patch management tools to reduce staff time spent on these largely manual functions.

Cybersecurity

We found the City's cybersecurity defenses to be very good. Staff have dedicated a significant amount of time to considering and implementing cybersecurity tools. As noted above, these tools come with an operational cost. A move to more automated tools in some areas may reduce staff time required for maintenance and support.

GIS

Staff report significant gaps in GIS capabilities versus needs. Resource shortages have led to limited progress on necessary upgrades, data maintenance, and usability improvements.

Enterprise Applications

The City utilizes hundreds of applications. Many department application systems are underutilized, requiring assessment, additional configuration, integrations and user training. Some enterprise system examples include:

- The Land Management System and the Enterprise Asset Management System require replacement.
  - The NEXGEN Enterprise Asset Management System requires replacement. The City has released an RFP for a CMMS consultant to assist with assessing its needs and selecting a new software vendor.
  - The CentralSquare land Management system has not been updated since 2018 and requires replacement. It is not integrated with other key systems, and staff employ many manual workarounds to fill the gaps in system functionality.
- Tyler Technologies' Enterprise ERP system (formerly Munis), used for finance, payroll, utility billing, and human resources, can meet the City's operational needs with some improvements. Some modules within the system are licensed but not yet implemented. Many shadow systems and workarounds are employed for daily processes. Enterprise ERP is not integrated with other essential systems, such as NEOGOV. Additionally, many processes have not been configured to increase automation.
- Once improvements are implemented, the police CAD/RMS can meet the City's needs. Currently, some staff are using manual processes and lack key reporting. Adopting a best practices approach and performing needs assessments for all key users will help ensure the successful implementation of any adopted improvements.
- The Electronic Content Management System can meet the City's needs once its functionality is expanded and staff receive the necessary training to utilize the system fully. The Laserfiche system is robust, fully featured, and capable of meeting the City's needs. Adopting a best practices approach and performing needs assessments for all key users will help ensure increased utilization of the software.

Ongoing user training and support are needed across all departmental applications. Staff report that many systems are underutilized due to a lack of training. These gaps in user knowledge prevent the City from realizing the productivity gains and cost reductions associated with effective application utilization.

Application Systems Utilization

Over the last several years, many cities' constituents have begun demanding more efficient interaction, online transactions, and transparent information availability. This has increased the need to improve enterprise business application utilization and sustain the IT infrastructure that supports them. The City will be better able to meet these demands by improving its approach to business application utilization.

Despite hundreds of different application systems, there are still numerous examples of manual processes or processes that require inefficient use of workarounds and shadow systems such as Excel. A few examples include processes related to purchasing, work order tracking, receivables, budget tracking, and more.

The City requires a Business Application Training Plan and additional business application analyst support staff resources in the IT Division to support divisional users' ongoing needs.

Staff realize that business application process updates and improvements are necessary to meet constituents' needs. An increased desire to leverage business applications that serve constituents has resulted in a desire to increase investment in technology, leading to the creation of this plan. Over time, we recommend that the City undertake detailed assessments and process reviews to improve efficiency and resident services in most business applications.

Mobility and Collaboration

The demand for more flexible working arrangements remains strong. The City's existing file-sharing methodology should be updated, and staff should be trained to use tools enabling mobility and collaboration. Improving Microsoft O365 OneDrive and SharePoint adoption rates will provide staff with additional tools to improve communication and productivity.

IT Services Demand

Additional investment in improving and managing business applications is necessary to support increased communications, applications, data sharing, and reporting needs. Most major applications require assessment and improvement to provide constituents and staff with the level of service they need. We recommend replacing two key enterprise systems.

The IT department lacks business analyst skillsets. The need for enterprise systems replacement and enhancement and the lack of internal skills to assist the departments create a gap in capabilities. To assist in the recommended improvement plans, the City will require internal Enterprise Systems Analysts and third-party subject matter expertise.

With these many needs, technology governance will be important to the plan's successful implementation. The plan aims to transform the City through digital technology, reducing reliance on paper and shadow systems while increasing automation and efficiency.

The IT Department has made significant progress in replacing obsolete equipment and improving the City's cybersecurity posture. Much work remains to adopt Best Practices, improve internal IT operations, and continue to meet ever-increasing cyber security regulatory requirements.

Current Technology Environment

ClientFirst undertook an extensive analysis of the City's existing technology environment. The plan outlines additional investments in replacing end-of-life equipment, cybersecurity mitigation efforts, disaster recovery planning, and Internet resiliency. The City has moved to Office 365. Staff training has not kept pace, limiting the utilization of the new tools provided by Office 365. Investment in staff training will reduce risk while improving collaboration capabilities and productivity.

We recommend that the City expand capital replacement planning to include all technical equipment and a long-term sustainability plan to institutionalize ongoing investment in technology.

The table below summarizes the current technology environment in the City:

Item	Quantities
Number of Agency Facility Addresses	28
IT FTE (including contracted IT Staff)	14
Number of Employees (FT/PT/Seasonal)	499/164/14
User Logins	600
Telephones	779
Mobile Devices	415
Laptops/Desktops	150/603
Printers	137
Physical Servers	16
Virtual Servers	128
Network Devices (e.g., routers, switches, and access points)	181

The City also utilizes over 260 application systems and software modules. Major enterprise application systems include:

Application Functionality	Vendor
Financial Management	Tyler Enterprise ERP
Human Resources Management	Tyler Enterprise ERP
Payroll	Tyler Enterprise ERP
Recruitment	NEOGOV
Enterprise Asset Management (Work Orders and Asset Management)	NEXGEN Enterprise Asset Management
Electronic Document and Records Management	Laserfiche
Land Management System	Central Square TRAKiT
Computer Assisted Dispatch/Records Management System	Mark43

Key Statistics and Metrics

The following analysis provides feedback on key measurements regarding technology investments and IT support operations:

Technology Budgeting/Expenditures	Technology Spending vs. Operating-Related Budgets
IT Staffing	IT Staffing Ratios
IT Capital Replacement Schedules	Equipment Replacement Schedules

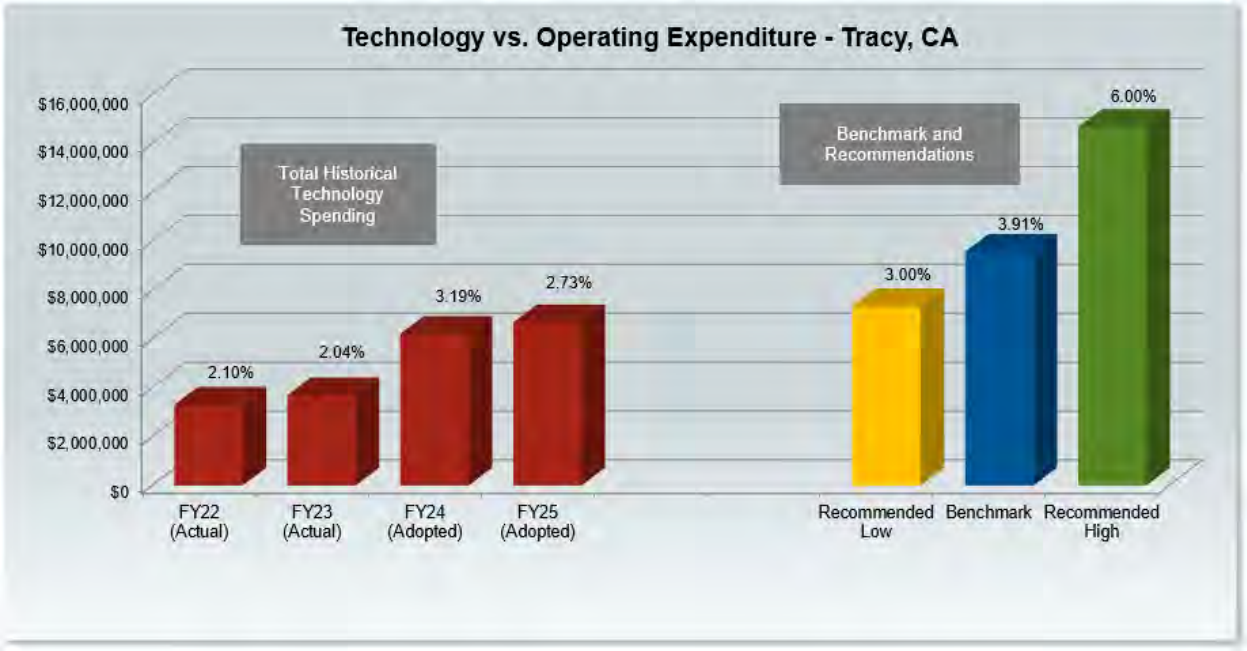
Technology Spending Comparisons

Analyzing technology spending versus operating budgets indicates whether the technology systems and IT support function receive sufficient organizational resources to provide the necessary services. Over time, underfunding typically:

- Reduces the IT Division's ability to respond to requests
- Reduces system availability
- Negatively impacts organization-wide productivity and constituent services

The following table depicts the City's Technology Spending versus Recommended Best Practices and a local government benchmark of 43 agencies.

City FY22 (Actual)	City FY23 (Actual)	City FY24 (Adopted)	City FY25 (Adopted)	Recommended Low	Benchmark	Recommended High
2.10%	2.04%	3.19%	2.73%	3.00%	3.91%	6.00%



City Operating Expenditures vs. Technology Expenditures

	FY22 (actual)	FY23 (actual)	FY24 (adopted)	FY25 (adopted)
Operating Exp.	$157,685,711	$180,866,040	$194,296,958	$244,714,219
Technology Exp.	$3,303,864	$3,696,634	$6,204,591	$6,681,835

The local government technology spending benchmark ranges from 1% to 8% of applicable agency-wide funding. Survey results of 43 agencies show an average technology expenditure of 3.91%. ***The City's technology expenditure has been below local government industry standards.***

The technology spending benchmark is the average of other agencies that utilize ClientFirst as their consultant. Most of these agencies are (or were) underfunding technology. Please note that the above benchmark is a reference point for analysis purposes.

Given the City's unique blend of departments and rapid growth, a technology spending goal of 4% of operating expenditures is recommended. The City will need to spend substantially more than 4% over the next several years to close the many technology gaps experienced by departments and past underspending.

Historically, internal and third-party resource utilization for the implementation of application software has been limited. The lack of available assistance in the maintenance, support, and improvement of business applications has contributed to the continued use of older, outdated application software and shadow systems.

Some under-investment in technology is apparent throughout the City. The plan calls for increased spending on all facets of technology. Increased IT spending will:

- Improve application utilization and staff effectiveness
- Improve constituent services
- Align City application system selection and implementations with best practices
- Reduce the risk of failed implementation or excessive system replacement activity.
- Reduce overall cost-of-ownership by improving quality
- Improve internal customer service by adopting Best Practice methodologies

Increasing IT expenditures to close the technology gap will result in spending above the recommended benchmark. We expect these infrastructure, cybersecurity, and application system enhancements to increase productivity throughout the City.

IT Staffing Ratios

The following table depicts the City's IT Staffing Ratios using three benchmarks:

- Computers/Devices per IT Staff
- Servers per IT Staff

The benchmark includes the data of seventy-eight (78) agencies. These three benchmarks are commonly used in the industry to validate staffing levels. As the number of logins served and resulting equipment increases, IT staffing levels should also increase, resulting in a smaller ratio. For these measures, we removed GIS and Channel 26 staff from the calculations as those positions do not directly contribute to core IT services in our benchmark database.

	Recommended Best Practice	Municipality Benchmark	Tracy
Computers/Devices per IT Staff	60	65	83
Servers per IT Staff	10	10	10



In this comparison, the City's IT staff supports approximately 25% more devices than recommended or compared to peer agencies. IT staff support the same number of servers as other agencies included in the benchmark data. These benchmarks provide a somewhat mixed message on IT staffing. Full service municipalities with Police and Fire tend to have more devices and than contract cities and, therefore, require more IT staff overall. We believe IT infrastructure and operations are near adequate staffing levels. Applications support and GIS are significantly under-resourced.

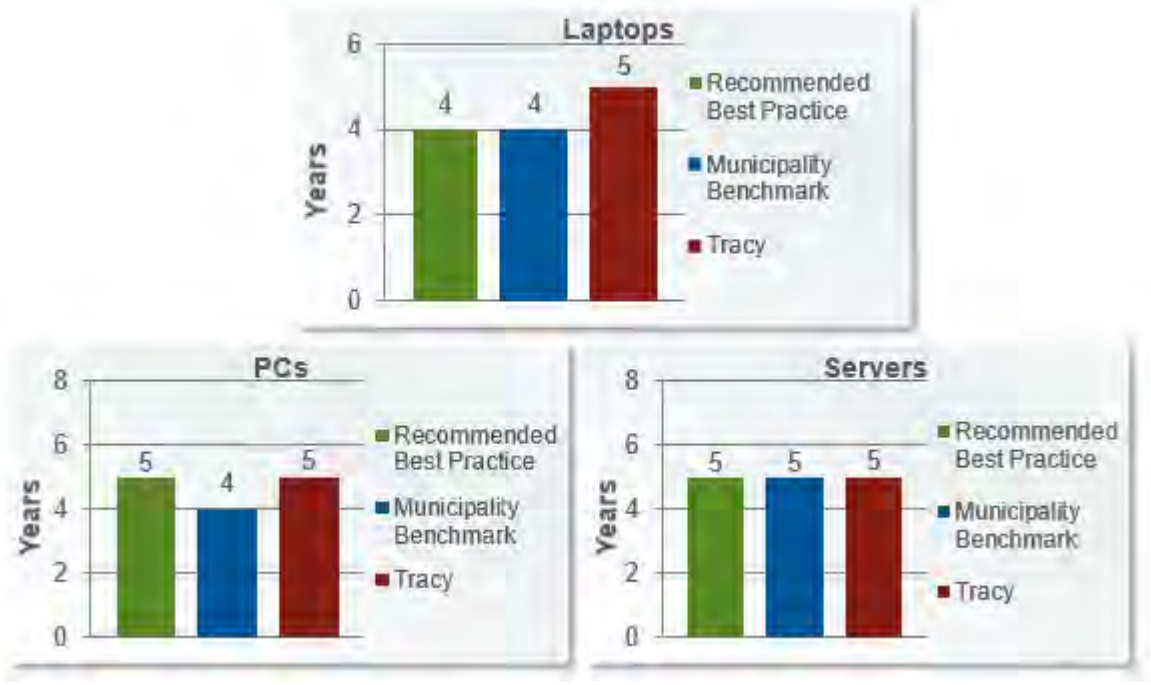
These benchmarks do not completely reflect the City's needs related to closing the deficit created by prior ineffective business application implementation processes. Department demand is high for application upgrades, improved application integration, enhanced constituent service levels, and smoother internal information flow. Staffing recommendations include expanding the IT team's business systems analysis and project management skills to support the expanded need for business application support (see the "Applications Management Best Practices" initiative).

Equipment Replacement

Capital equipment replacement is an important measure of the hardware's ability to support ongoing vendor changes to application software adequately. These changes often require additional resources and more robust hardware. Above-average capital replacement cycles can increase overall downtime and slower system response times.

The following table represents IT equipment replacement recommended best practices and a municipal benchmark of 63 agencies.

	Recommended Best Practices	Municipal Benchmark	Tracy
Laptops	4	4	5
PCs	5	4	5
Servers	5	5	5



The City works hard to update desktops and laptops regularly and is developing a formal replacement strategy. We recommend that the City expand computer equipment replacement schedules to include all electronic devices (e.g., audiovisual, door access control, public safety video, and network devices). This report has included a list of electronic devices and their expected life cycles in the "Computer Equipment Replacement" initiative.

Technology Decision-Making Principles

Vision / Mission Statement

The City is dedicated to providing the highest-quality, cost-effective, technology-based services. It seeks to sustainably deliver services effectively and efficiently, reflecting the organization's commitment to excellent customer service. The City will maintain its information systems in an integrated, secure environment that supports its information technology advancements and fosters an open, collaborative, and unifying culture.

- The Information Technology Department is committed to the values of:
  - Reliability
  - Professionalism and Integrity
  - Efficiency and Effectiveness
  - Innovation
  - Excellence
  - Collaboration and Teamwork
- Given **limited IT resources and high demand**, the City will focus these resources on the most productive and cost-effective projects.
- City divisions will agree on a **collaborative long-term IT vision and strategies**, which requires active participation in setting IT priorities through an Information Technology Committee consisting of division leadership.
- The City will strive to **maximize the utilization of existing systems** and prior investments in application software, expand functionality, and seek enhancements to existing applications.
- The City is committed to ensuring **sufficient staff training and application software knowledge** of existing vendor systems.
- **Division ownership** is fundamental to achieving maximum return on investment in applications. Divisions recognize the importance of assuming responsibility for managing and implementing their specific core business applications and modules in collaboration with IT staff. City divisions are committed to adapting and improving processes to integrate them with application software.

Technology Strategies, Goals, and Objectives

Highlighted strategies for leveraging and maximizing the City's information system utilization are listed below. Each strategy identifies initial goals and objectives. The reports appended to this Technology Master Plan provide additional strategies and details. Appended to this report are:

- **Technology Current State Assessment Report:** Findings, goals, and objectives translated into specific project initiatives
- **Budget Spreadsheet:** Budgetary costs for each initiative, prioritization, and implementation time frame

Key strategies detailed below include:

- Ensure Technology Governance
- Continue to Improve Cybersecurity
- Improve Application Utilization
- Establish a Citywide Technology Training Program
- Adopt a Best Practices Approach to Software Needs Assessments
- Adopt a Best Practice Approach to Software Selection and Implementation
- Expand Business Analysis Staffing Capabilities
- Expand Backup Systems and Implement Disaster Recovery Capabilities
- Create a GIS Master Plan
- Expand IT Staffing

Ensure Technology Governance
The City does not utilize a Technology Steering Committee. A Technology Steering Committee can be an important contributor to the management of this plan.
Goals and Objectives
• Create a Technology Steering Committee to improve technology governance. Focus committee meetings on: ◆ Assisting in the prioritization of technology projects and training needs. ◆ Monitoring the plan and recommending adjustments and budgetary needs on an annual basis. ◆ Improving collaboration on projects and initiatives. ▪ Focus on application integration across departments. ▪ Identify key business process issues and improve. • Establish training goals and develop analytical skills throughout the organization.

Continue to Improve Cybersecurity

Continued improvement in cybersecurity threat prevention will be necessary to reduce risk, and maintain services and data integrity.

Goals and Objectives

- Over the last few years, cybersecurity incidents in local governments have increased dramatically.
- Cybersecurity insurance carriers are rapidly increasing base requirements for maintaining cybersecurity insurance.
- Additional cybersecurity requirements have been codified for critical infrastructure, including water and wastewater.
- The Department of Justice recently published an updated policy that significantly increases cybersecurity requirements for Criminal Justice Information.
- The City has made significant improvements in cybersecurity. Additional improvements are necessary to meet these increasing requirements.

Improve Application Utilization

Improved application utilization will increase staff efficiency and speed constituent service delivery.

Goals and Objectives

- Develop improvement plans for departmental and enterprise applications utilization and efficiency.
  - Identify and implement improvements to speed up business processes and reduce manual workarounds.
  - Continue to work with departments to increase efficiency by leveraging application software functionality to streamline and automate processes.
- Plan for and fund adequate user training and support for business application systems.
- Maintain a culture of departmental ownership for core applications.
  - Continue to adapt and improve processes and data availability while integrating business application software.
- Increase IT resources available to assist departments, improve business processes, and increase application utilization.
  - Application support is critical in any organization that relies on software applications to operate. By ensuring that applications are available, functioning correctly, and easy to use, application support teams can help organizations improve their efficiency, productivity, and financial position.

Establish a Citywide Technology Training Program

Technology training is critical to improving efficiency and staff utilization of applications.

Goals and Objectives

- All departments requested technology training, including Microsoft Office classes and departmental software applications.
- Utilize the Technology Governance Committee to develop Citywide training priorities and create an annual budget to fund training.
- Incorporate sufficient training in business application improvement or replacement projects.

Adopt a Best Practices Approach to Software Needs Assessments

Detailed assessments are an essential step in evaluating current and future needs for application projects.

Goals and Objectives

- Key considerations and resources needed to be successful include:
  - Identify the assessment objective. Understanding the "big picture" is critical to success.
  - Identify the appropriate resources/stakeholders to conduct and participate in the assessment process.
  - Determine the documentation detail level needed to communicate current and potential future needs. Possibilities include:
    - Distributing surveys or information requests to end users and compiling the results
    - Conducting workshops as a group to review the results of questionnaire feedback and identify issues
    - One-on-one interviews with Power Users and/or subject-matter experts
    - Reviewing or observing business processes
    - Documenting detail needs as described above
  - Develop a plan to implement the findings and recommendations that result from the assessment process.
  - Obtain third-party subject matter expertise and project management for large complex projects.

Adopt a Best Practice Approach to Software Selection and Implementation

Best Practice software selection, including utilization of third-party subject-matter experts reduce implementation risk.

Goals and Objectives

- Utilize best practices for selecting and implementing business application systems.
- Focus on reducing the number of separate departmental systems to eliminate the need for custom interfaces.
- Prepare the City to select new and critical enterprise applications.
- Utilize third-party subject matter experts to assist with selecting large/complex application software.
- Consider cloud applications when appropriate.
- Assign an internal project manager for enterprise software implementations or upgrades.
  - Follow best practice project management methodologies as appropriate.
  - Increase focus on software training during implementation or major upgrades.
  - Include contingency funds where possible to meet unforeseen project circumstances.

Expand Business Analysis Staffing Capabilities

Recommended application improvements require additional. Business Analyst expertise to maximize application utilization and operational efficiency.

Goals and Objectives

- Consider increasing IT staff to include additional business systems analyst support staff to:
  - Assist departments with business process and procedure improvements
  - Assist with application assessments and implementations
  - Work with departments to improve business processes
  - Develop dashboards, reports, and information sources for staff and constituents
- Depending on the amount of available funding, utilize third parties to assist departments with business process-related improvements.

Disaster Recovery and Business Continuity Planning

Develop and test Disaster Recovery and Business Continuity Plan(s).

Goals and Objectives

- Local and cloud backup systems have been implemented and are regularly tested.
- Cloud-based storage is also regularly tested by a third party
- Create Disaster Recovery Plans with Service Level Agreements for the restoration of systems.
  - Practice portions of the Disaster Recovery Plan every six months.
- Work with the Departments to document a Business Continuity Plan in the event of a significant loss of facilities.
- Conduct tabletop exercises with Departments for Cybersecurity Incident Response, Disaster Recovery, and Business Continuity Planning.

Create a GIS Master Plan
Create a GIS Master Plan to document departmental and operational needs and resource requirements.
Goals and Objectives

- Develop a GIS Master Plan to understand better all department GIS needs.
  - Interview all interested departments and document needs
  - Document GIS operational and upgrade requirements
- Develop a long-term plan to resource GIS to meet City needs

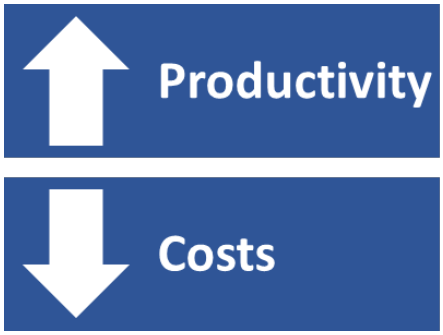
Expand IT Staffing
Additional IT staff and third-party resources will be required to leverage technology better.
Goals and Objectives

- Additional staff are necessary in the following areas of IT:
  - Help Desk supervision – a dedicated Help Desk supervisor would improve customer service and efficiency
  - Business Analysts are necessary to support division application improvements.
  - Additional cybersecurity-focused staff are required to manage cybersecurity policies, tools, and vendors.
- Depending on the amount of available funding, utilize third parties to assist with many projects.

Technology Initiative Summaries

Introduction

Technology Planning includes assessing, researching, prioritizing, budgeting, and planning future technology initiatives. Some initiatives are ready for approval and implementation, while others require further assessment and research before the City can determine priority, resource requirements, and cost-benefit.



Productivity Improvement—Many of the plan initiatives will directly impact overall productivity within the organization. Some will significantly impact business processes, reducing staff time required to complete specific tasks. In contrast, others will ease or speed up the delivery of services to City constituents.

Reporting and Data Availability—Many of the initiatives outlined will directly impact the data available for reporting and management decision-making. New application systems and, in some cases, improvement of existing software systems are necessary before additional functionality can be made available.

IT Infrastructure Improvements – The technical initiatives focus on improving the City's technological infrastructure to provide staff and residents with secure, reliable, and supportable network services. IT infrastructure improvements may involve equipment upgrades, cybersecurity enhancements, or operational improvements focused on efficiently and effectively delivering business applications to City users.

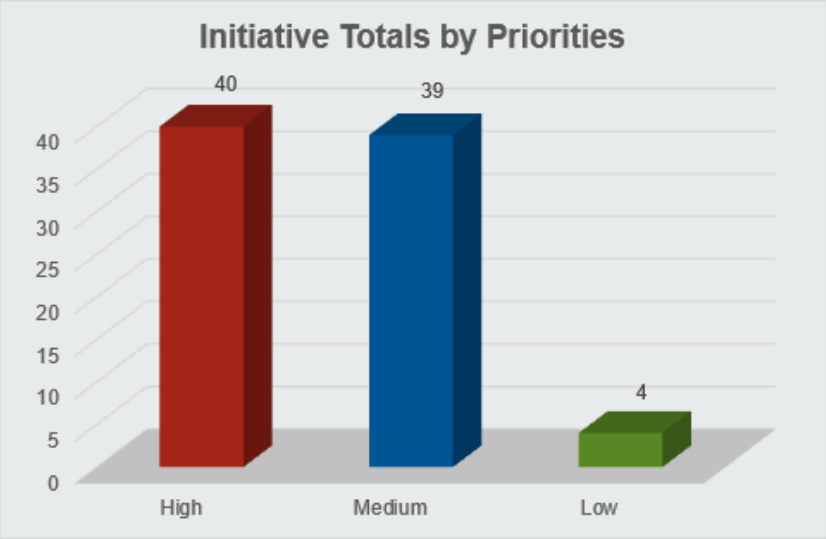
Technology Initiative Categories

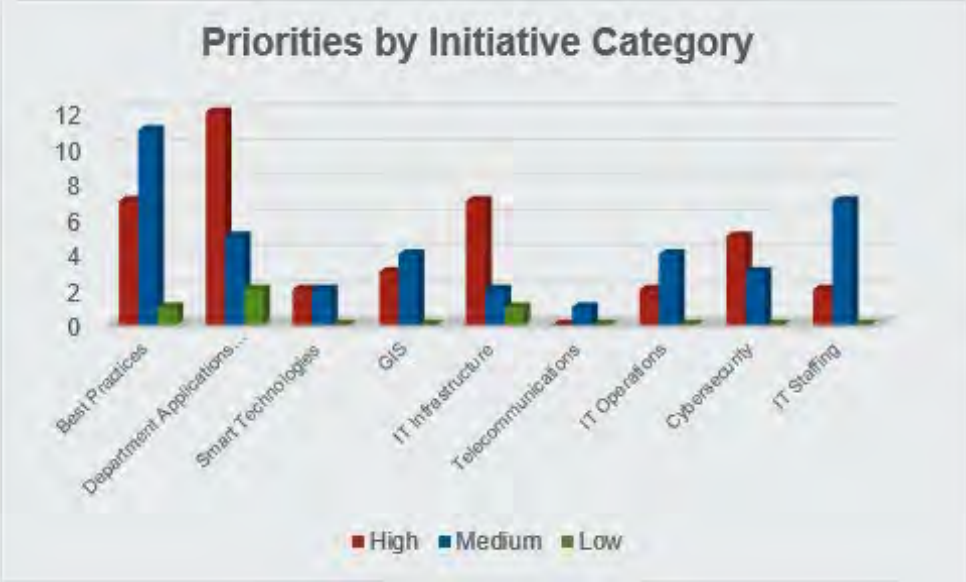
The assessment process resulted in over 75 major initiatives, projects, and hundreds of recommendations. There are also hundreds of findings and recommendations throughout the report. ClientFirst classified the major initiatives into eight categories, including:

Best Practices	Divisional Applications and Systems	Smart Technologies	IT Infrastructure
Cybersecurity	IT Operations	Tele-communications	IT Staffing

The following are the total initiatives by priority and initiative category, including sub-initiatives that are budgeted separately.

	Priority			
Categories	High	Medium	Low	Total
Best Practices	7	11	1	19
Department Applications and Systems	12	5	2	19
Smart Technologies	2	2	0	4
GIS	3	4	0	7
IT Infrastructure	7	2	1	10
Telecommunications	0	1	0	1
IT Operations	2	4	0	6
Cybersecurity	5	3	0	8
IT Staffing	2	7	0	9
Total	40	39	4	83





Key Issues and Initiatives

The key issues and initiatives identified during the planning process could also be considered high priorities. Each initiative listed below either provides long-term building blocks for the plan's success or mitigates risk. Therefore, the City has noted these as the initiatives from this plan to keep at the forefront during its future implementation.

Enterprise Resource Planning (ERP)	• The ERP system is the set of core applications used to operate the City's most common accounting, financial, and human resources operations. • The plan recommends consulting with a third-party subject matter expert and working with Tyler Technologies to develop an improvement plan that captures the City's functionality gaps and additional requirements. • Review applicable manual processes and shadow systems, such as spreadsheets, paper, and other databases, to determine which automation improvements will eliminate or reduce those processes and/or shadow systems and result in labor efficiencies. ◆ This process should also include: ▪ Inventorying all reporting requirements ▪ Identifying all integration/interface requirements with other applications ▪ Identifying any requirements that the vendor is not capable of providing • Implement the improvements according to best practices. Follow the guidelines in the "Application Implementation Project Management Best Practice" initiative.
Enterprise Asset Management Replacement (EAM)	• An EAM system comprises a suite of modules in a software application that manages work orders, preventative maintenance, and asset management of City infrastructure, including real property, facilities, streets, sidewalks, parks, trails, bridges, drainage, culverts, and so on. • Asset management systems are one of a municipality's five most complicated systems. The City will reduce risk by contracting with a subject matter expert to assist in the assessment and business process reviews. • Conduct comprehensive business process reviews to identify EAM system needs and develop an inventory of needed features and functions. ◆ Utilize Best Practices enterprise system assessment methodologies • Follow the guidelines of the "Software Selection Best Practices" initiative to select the best system for the City's needs. • Conduct the implementation per best practices. Follow the guidelines in the "Application Implementation Project Management Best Practice" initiative.

Land Management Improvements	• A Land Management System (LMS) is a software suite comprising several applications that manage the creation, issuance, and tracking of development-related activities commonly associated with planning and zoning, permitting, inspections, licensing, code enforcement, and parcel/address management. • Land management systems are complicated systems. The City will reduce risk by contracting with a subject matter expert to assist in the assessment and business process reviews. • Conduct comprehensive business process reviews to identify Land Management system needs and develop an inventory of needed features and functions. ◆ Utilize Best Practices enterprise system assessment methodologies • Follow the guidelines of the "Software Selection Best Practices" initiative to select the best system for the City's needs. • Conduct the implementation per best practices. Follow the guidelines in the "Application Implementation Project Management Best Practice" initiative.
Electronic Content Management System (ECMS)	• An Electronic Content Management System (ECMS) is software for managing and storing different types of digital media. Documents, images, videos, and more can all be stored in an ECMS. • The City is not maximizing the functionality of the Laserfiche system. • The plan recommends an assessment and review to scope the needed improvements properly. • Implement any improvements according to best practices. Follow the guidelines in the "Applications Implementation Project Management Best Practices" Initiative.
Microsoft Office 365	• Microsoft 365 is a cloud-based productivity suite that provides a set of applications and services designed to help users create, collaborate, and communicate more effectively. • Work with a third-party subject-matter expert to develop an MS 365 Improvement Plan and project statement of work (SOW) that captures all the City's requirements. • It is recommended that the current Office 365 deployment be expanded. • Implement the improvements according to best practices. Follow the guidelines in the "Application Implementation Project Management Best Practice" initiative.
GIS Improvements	• Geospatial Information Systems (GIS) is a key strategic component of enterprise asset management, land management, and smart City applications. • GIS also provides critical information and data elements that benefit many of the City's operations, including future Smart Technologies. • Upgrade GIS server and mapping tools to current versions • Move to Esri Utility Network to improve GIS water and wastewater capabilities ◆ Line and valve snap-in capabilities will improve accuracy • Develop a GIS Master Plan to document departmental and operational needs fully

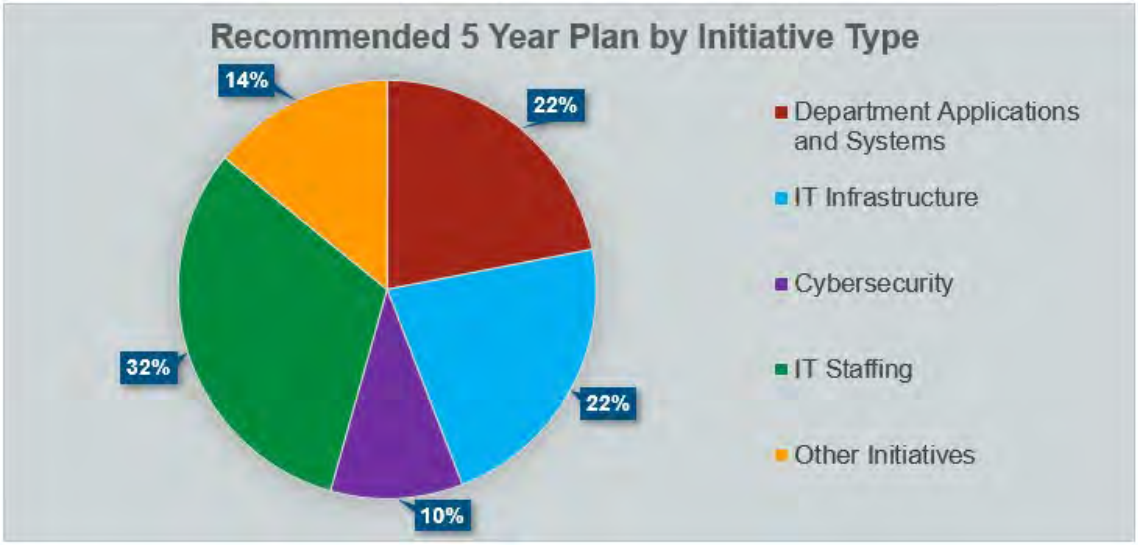
IT Staffing	• IT does not have Business Analysts on staff who can assist the Departments with application system replacements or improvements. ◆ Business Analysts can be essential to improving applications to provide increased staff efficiency and enhanced resident services. • The IT Systems Administrator is also responsible for the IT Help Desk. IT Help Desk supervision can be a full-time job. ◆ The addition of an IT Help Desk Supervisor will improve customer service and provide the IT Systems Administrator with additional time to complete necessary technical projects. • Cybersecurity requirements continue to increase. New Criminal Justice Information Systems policy requirements are expected to add 25% to 50% to the cyber security team's workload. ◆ Additional cyber security staffing may be required in future years.

Summary Plan Budget Analysis

The Technology Master Plan budget is not an entirely new set of spending requirements. The plan encapsulates City information technology issues and divisional needs. Departments themselves typically fund some project initiatives, and some may already have capital reserves set aside, while others are part of the normal annual IT budgeting process. These are estimated budgets for each project initiative. All project approvals will follow standard City annual budget requests and procurement policy and procedure requirements.

Budgets by Initiative Category

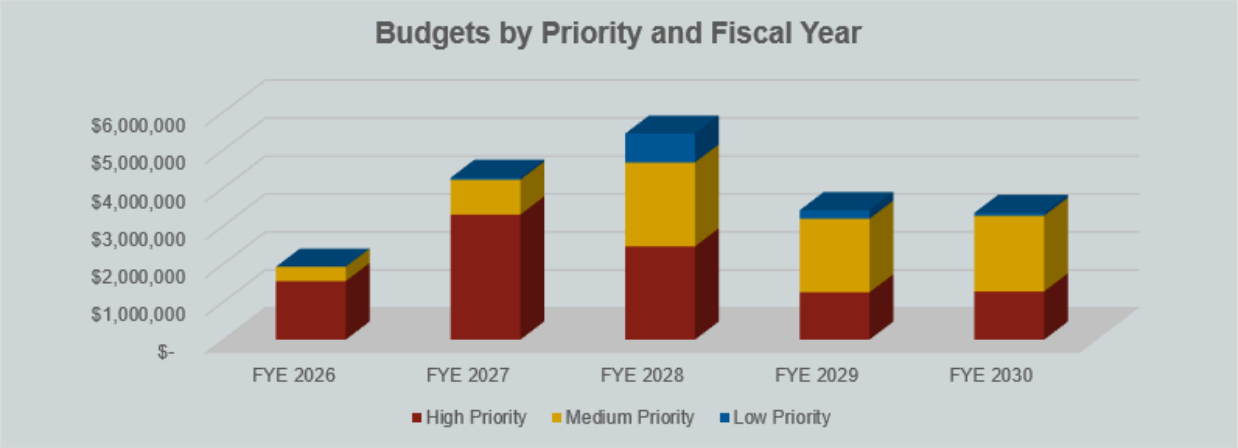
Categories	Totals
Department Applications and Systems	$ 4,025,000
IT Infrastructure	$ 4,075,000
Cybersecurity	$ 1,880,000
IT Staffing	$ 5,777,190
Other Initiatives	$ 2,596,000
Total	$ 18,353,190



In the initial years of the plan, IT Infrastructure is the largest spending category. IT infrastructure spending is necessary to close an existing technology gap. In the later years of the plan, as staffing reaches appropriate levels, departmental application improvements may become the largest spending category.

Budgets by Priority and Fiscal Year

Categories	FYE 2026	FYE 2027	FYE 2028	FYE 2029	FYE 2030	Totals
High Priority	$ 1,541,140	$ 3,293,140	$ 2,454,640	$ 1,247,406	$ 1,270,182	**$ 9,806,507**
Medium Priority	$ 378,315	$ 918,611	$ 2,210,241	$ 1,936,410	$ 1,993,106	**$ 7,436,683**
Low Priority	$ -	$ 50,000	$ 760,000	$ 225,000	$ 75,000	**$ 1,110,000**
Totals	**$ 1,919,455**	**$ 4,261,751**	**$ 5,424,881**	**$ 3,408,815**	**$ 3,338,288**	**$ 18,353,190**



Next Steps

Moving Forward

Over the next 18 to 24 months, the key focus areas for information technology include developing disaster recovery plans, implementing technology governance, and expanding the use of Microsoft 365 and Teams.



The software ecosystem in the City encompasses many untapped resources. Underused modules, manual workarounds, and siloed data restrict the efficiency and transparency the City requires to be effective. High-priority improvements and increased utilization are necessary for the Enterprise Resource Planning, Electronic Content Management, and CAD/RMS systems. At the same time, replacement is recommended for the Enterprise Asset Management and Land Management systems. Following the best practices approach to these implementations will lay the groundwork for successful projects, which will ultimately propel the City forward in serving its constituents more efficiently.

This report contains ambitious and costly technology objectives for the City. If the City chooses to implement these systems rapidly, organizational change management and strategic oversight will be critical to the City's success. We often continue to work with agencies on these issues during assessment, planning, and implementation. We have found that slow and steady progress following best practice methodologies leads to an improved likelihood of success, higher quality implementations, and improved staff utilization and data management of new systems.

We expect the projects outlined in this report to improve productivity, customer service, resiliency, and sustainability.

Cybersecurity – As additional cybersecurity tools are implemented, resource demands increase, requiring dedicated staffing to maintain operational efficiency. Developing policies and procedures, expanding the City's cybersecurity toolset, and improving resiliency and recoverability are important components of a cybersecurity program that will reduce the risk of compromise and improve recoverability.

Application Utilization – City divisions want to improve their core business processes and fully utilize their applications. Therefore, the City should work to encourage a sense of application ownership and continuous improvement by the divisions. Improved application utilization is the most effective way to increase data availability, facilitate staff productivity, and improve customer service.

IT Staffing—City IT staff have many responsibilities. Over time, expanding business analysis and project management skillsets among staff will provide them with additional tools necessary to assist departments in making business process and application improvements.

The addition of a Help Desk Supervisor will allow the Tracy Systems Administrator to focus more on the hands-on portion of the position, keeping Tracy's infrastructure functioning at high efficiency and ensuring maximum uptime.

Third-party subject-matter experts will be helpful for projects that are high priority, beyond the scope of City skill sets, and/or lacking internal resource availability.

Maintaining the Plan

The City should review and update the plan annually, using an abbreviated version of this assessment and planning methodology. The plan will then guide the City's information technology activities. Plan updates should be synchronized with the annual budget process to represent technology initiative costs properly.

Benefits

The completed plan is a dynamic tool that must be revised and updated as business conditions and requirements change. Objectives may change as the organization and its environment evolve. The City will not realize certain objectives and benefits unless the planning function is ongoing.

Implementing this Technology Assessment and Plan should realize significant benefits, including:

- Increased collaboration and communication on technology projects within the organization
- Transformation of the organization's overall understanding, knowledge, and stewardship of information technology
- Clear direction for IT operations and technology projects for the next several years, focused on meeting the organization's needs
- Citywide division consensus and understanding of all technology initiatives and their priorities
- A roadmap for the selection, implementation, and improvement of business applications to better serve residents and staff

Immediate Next Steps

We recommend that the City establish a technology steering committee to begin work by reviewing the plan and budget and advising on priorities. Next, the City should assign lead and participatory resources to the top-priority technology and other high-priority initiatives. Finally, initiative leaders should report status updates for active initiatives to the technology steering committee as part of each meeting agenda.

The Committee should discuss significant issues for each initiative by providing general feedback, collaboration, and lessons learned, as many initiatives cross departmental boundaries.

We also recommend developing a training seminar series for key division stakeholders and system users to improve application utilization, management, and support. This is an effective way to maintain momentum and kick off the tremendous change that is to occur in enhancing operations and constituent services.

August 19, 2025

Agenda Item 1.Y

RECOMMENDATION

Staff recommends that the City Council by resolution ratify the City Manager's emergency approval of Amendment No. 1 to the agreement with Carbon Activated Corporation, a California corporation, for the removal, disposal, and replacement of the iron sponge media at the City of Tracy Wastewater Treatment Plant, in an amount not-to-exceed $66,100 with a term ending December 31, 2025.

EXECUTIVE SUMMARY

This agenda item seeks City Council approval to ratify the City Manager's emergency approval of Amendment No. 1 to the Agreement with Carbon Activated Corporation, previously approved by City Council under Resolution 2025-069, for the removal, disposal, and replacement of the existing iron sponge media at the City of Tracy Wastewater Treatment Plant (WWTP). Amendment No. 1 increased the not-to-exceed (NTE) amount from $58,005 to $66,100 to account for the disposal of the removed iron sponge material, which was deemed hazardous, but was not identified as such in the original Notice Inviting Bids (NIB).

BACKGROUND AND LEGISLATIVE HISTORY

On April 1, 2025, under Resolution 2025-069, the City Council authorized the execution of a General Services Agreement with Carbon Activated Corporation for the removal, disposal, and replacement of the existing iron sponge material at the Wastewater Treatment Plant in a not-to-exceed total amount of $58,005. On May 8, 2025, the Contractor initiated their tasks as outlined in the Notice Inviting Bids (NIB) and their proposal.

However, on June 13, 2025, the Contractor notified the City that preliminary analytical results indicated the existing iron sponge media was classified as California hazardous waste due to a measured pH of 1.9. As a result, additional testing was conducted to determine the appropriate disposal procedures for this now identified hazardous material which were not included in the original NIB.

Upon completion of the required testing, the Contractor submitted a request for a change order in the amount of $8,095 to cover the additional costs associated with the proper handling and disposal of the hazardous waste. This change would increase the original not-to-exceed amount from $58,005 to $66,100.

ANALYSIS

The original NTE amount assumed that the materials to be disposed of were non-hazardous based on industry standard. However, subsequent chemical compound testing determined that the materials are classified as hazardous. As a result, additional services and specialized handling are required to ensure proper and environmentally safe disposal, necessitating an increase in the NTE amount.

Because the hazardous material is currently stored onsite in containers, its safe and timely

removal is critical and should not be delayed. In addition to the safety concerns associated with storing hazardous waste onsite, the storage bins holding these containers are rented units. If approval is not granted promptly, the City will continue to incur rental fees beyond the existing quote, further preventing timely action by staff.

Given the health and safety risks posed to City staff and the public, staff sought the City Manager's emergency approval to proceed, pursuant to Tracy Municipal Code Section 2.20.090(c), which authorizes the City Manager to enter into and sign contracts on behalf of the City in emergencies that endanger the lives, property, or welfare of the people of the City, or the property of the City. The Code states:

> *"In an emergency endangering the lives, property or welfare of the people of the City or the property of the City, the City Manager may authorize the expenditure of any unencumbered moneys, notwithstanding the fact that such moneys may not have been appropriated for such purpose, to the extent that other moneys have not been appropriated or are otherwise unavailable."*

On July 28, 2025, the City Manager approved staff's request for emergency authorization of Amendment No. 1 to increase the not-to-exceed amount from $58,005 to $66,100. Staff is now requesting that the City Council ratify the City Manager's emergency approval.

FISCAL IMPACT

The costs for the additional removal services provided by the Contractor are accounted for in the ongoing annual operations and maintenance budget of the Wastewater Fund (521).

CEQA DETERMINATION

The approval of the bidders in this request or the execution of this contract with Contractor will not result in a physical change in the environment and therefore is not considered as a project as defined by Section 21065 of the Public Resources Code.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Ratify the City Manager's emergency approval of Amendment No. 1 to the agreement with Carbon Activated Corporation, a California corporation, for the removal, disposal, and replacement of the iron sponge media at the City of Tracy Wastewater Treatment Plant, in an amount not-to-exceed $66,100 with a term ending December 31, 2025.

Prepared by: Jorge Gonzalez, Utilities Maintenance Supervisor

Reviewed by: Stephanie Reyna-Hiestand, Assistant Director of Utilities
Sara Castro, Director of Finance
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachments: A – Amendment 1 to GSA with Carbon Activated Corporation

Docusign Envelope ID: 854FCC49-E376-4E0F-8C8E-D05310F72997

Amendment No. 1
To General Services Agreement

This Amendment No. 1 (**Amendment**) to the General Services Agreement entered between the City of Tracy, a municipal corporation (**City**), and Carbon Activated Corporation, a California corporation (**Contractor**) dated May 6, 2025 (**Agreement**). 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. 2025-069, approved by the Tracy City Council on April 1, 2025.

B. The Agreement was for the removal, disposal, and replacement of existing iron sponge media at the Wastewater Treatment Plant which was identified in the Notice Inviting Bids (NIB) as non-hazardous waste.

C. The Agreement had a not-to-exceed (NTE) amount of $58,005, based on the information provided in the NIB related to non-hazardous waste removal.

D. On June 13, 2025, the City was notified that the iron sponge media that was removed was tested and classified as hazardous waste, resulting in an increase in disposal costs by $8,095.

E. This amendment increases the not-to-exceed amount of the Agreement to $66,100 to cover the cost of hazardous material proper disposal.

F. This Amendment is executed pursuant to the Tracy Municipal Code Section 2.20.090(c) to ensure continuity of public health and safety.

Now therefore, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. **Terms of Amendment.**

   A. Section 3, Compensation

   Subsection 3.1 of Section 3 is hereby amended to read as follow: "Contractor's total compensation under this Agreement shall not exceed $66,100 (sixty-six thousand one hundred dollars). Contractor's billing rate shall cover all costs and expenses for Contractor's performance of this Agreement. No work shall be performed by Contractor in excess of the total compensation amount provided in this section without the City's prior written approval."

   B. Exhibit "B-1" "Compensation," attached hereto, shall replace and supersede Exhibit "B" attached to 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, except as expressly modified by this Amendment.

Docusign Envelope ID: 854FCC49-E376-4E0F-8C8E-D05310F72997

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: DocuSigned by: Midori Lichtwardt 5E962064124242B...
Midori Lichtwardt

Title: City Manager

Date: 7/29/2025 | 9:08 AM PDT

Carbon Activated Corporation

By: DocuSigned by: Lionel Perera 3942751E5C9046A...
Lionel Perera

Title: CFO/President/Officer

Date: 7/11/2025 | 1:49 PM EDT

Federal Tax Employer ID No. 95-4577883

Attest:

By: Signed by: April B. A. Quintanilla F18DD30BC2B8496...
April B.A. Quintanilla, City Clerk

By: DocuSigned by: Anne Nash 134F186735154CE...
Anne Nash

Title: Corporate Secretary/Officer

Date: 7/11/2025 | 7:44 AM PDT

Approved as to form.

By: Signed by: Kamalpreet Gill 954528B94705424...
David Nefouse, City Attorney

Docusign Envelope ID: 854FCC49-E376-4E0F-8C8E-D05310F72997

EXHIBIT B-1 - Compensation

Contractor's total compensation under this Agreement shall not exceed $66,100 (sixty-six thousand one hundred dollars). Contractor's billing rates shall cover all costs and expenses for Contractor's performance of this Agreement. No work shall be performed by Contractor in excess of the total compensation amount provided in this section without the City's prior written approval.

Description	**Total Price**
Nitroqen Purqe, Removal, Loadinq, Food, and Lodqinq	-
Checkinq bins while at Wastewater Treatment Plant during cool off period	$35,005
Non-Hazardous disposal	$21,000
Hazardous Disposal	$8,095
MARCAB new HOPE net and pre-punched Neoprene gasket	$2,000
Media Installation	-
Total	**$66,100**

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

RATIFYING THE CITY MANAGER'S EMERGENCY APPROVAL OF AMENDMENT NO. 1 TO THE AGREEMENT WITH CARBON ACTIVATED CORPORATION, A CALIFORNIA CORPORATION, FOR THE REMOVAL, DISPOSAL, AND REPLACEMENT OF THE IRON SPONGE MEDIA AT THE CITY OF TRACY WASTEWATER TREATMENT PLANT, IN AN AMOUNT NOT-TO-EXCEED $66,100, WITH A TERM ENDING DECEMBER 31, 2025.

WHEREAS, on April 1, 2025, under Resolution 2025-069, the City Council authorized the execution of a General Services Agreement with Carbon Activated Corporation (Contractor) for the removal, disposal, and replacement of the existing iron sponge materials at the Wastewater Treatment Plant (WWTP), in a not-to-exceed amount of $58,005; and

WHEREAS, on May 8, 2025, the Contractor initiated work in accordance with the scope outlined in the Notice Inviting Bids (NIB) and their submitted proposal, which clearly indicated that the materials to be removed were not anticipated to be classified as hazardous; and

WHEREAS, on June 13, 2025, the Contractor notified the City that preliminary analytical results indicated the existing iron sponge media was classified as California hazardous waste, and that additional testing would be required to determine appropriate disposal procedures; and

WHEREAS, following the completion of all required tests, the Contractor submitted a request for a change order in the amount of $8,095 to cover the additional costs associated with the proper handling and disposal of the hazardous waste; and

WHEREAS, this change order would increase the original not-to-exceed (NTE) amount from $58,005 to $66,100; and

WHEREAS, as this material is considered hazardous and its removal cannot be delayed, staff requested the City Manager's approval of Amendment No. 1 to the General Services Agreement to increase the NTE amount to $66,100, pursuant to Tracy Municipal Code Section 2.20.090(c), to ensure the safe and timely removal of the material; and

WHEREAS, on July 28, 2025, the City Manager approved the Amendment 1; and

WHEREAS, the cost of services provided by the Contractor will be accounted for in the annual Operations and Maintenance budget of the Wastewater Fund (521); and

WHEREAS, the approval of the Project will not result in the physical change in the environment; therefore, this action is not considered as a project as defined by Section 21065 of the Public Resource Code; and now therefore be it

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

FURTHER RESOLVED: That the City Council hereby ratifies the City Manager's emergency approval of the execution of Amendment No. 1 with Carbon Activated Corporation, a California corporation, to remove, dispose of, and replace the iron sponge media at the City of Tracy Wastewater Treatment Plant for a not-to-exceed amount of $66,100, with a term ending December 31, 2025; and be it

FURTHER RESOLVED: That the City Council finds the actions taken herein are not considered as a project as defined by Section 21065 of the Public Resource Code and are exempt from CEQA (California Environment Quality Act) requirements.

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

The foregoing Resolution 2025-_____ was adopted by the City Council on the 19th day of August, 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

August 19, 2025

Agenda Item 1.Z

RECOMMENDATION

Staff recommends that the City Council by resolution:

1) **Rescind Resolution No. 2024-198, previously approving a Purchase Agreement with Holland Pump Company for the purchase of an Atlas Copco PAS F88 mobile dewatering pump in the not-to-exceed amount of $103,443 through the Sourcewell Cooperative Purchasing Program; and**
2) **Approve a new Purchase Agreement with Holland Pump Company for the purchase of an Atlas Copco PAS F88 mobile dewatering pump in the not-to-exceed amount of $132,000 utilizing the Sourcewell Cooperative Purchasing Program.**

EXECUTIVE SUMMARY

This agenda item seeks City of Tracy City Council approval to enter into a new agreement with Holland Pump Company, utilizing the Sourcewell Cooperative Purchasing Program, for the purchase of a mobile dewatering pump in a not-to-exceed amount of $132,000 including freight and tax. This item was previously approved under Resolution No. 2024-198, however, the quoted price of $103,443 expired prior to the City's ability to secure City Council approval and therefore must be rescinded so the new agreement may be authorized. Staff is requesting that City Council rescind the prior resolution and authorize the new agreement with Holland Pump Company.

BACKGROUND AND LEGISLATIVE HISTORY

On November 19, 2024, City Council approved the purchase of an Atlas Copco PAS F88 mobile dewatering pump from Holland Pump Company. This piece of equipment is utilized mainly to move flows from one treatment area to another at the Wastewater Treatment Plant but may also serve as a redundant method of dewatering should plant pumps fail. This vendor was selected as they were a Sourcewell specific vendor, and the Utilities Division had just purchased the same dewatering pump for the Water Treatment Plant a few months earlier with Council approval. Using Sourcewell contracted vendors enable the City to speed up the purchase process as Sourcewell has already conducted a nationally competitive solicitation.

Typically, procurement policy dictates that staff must wait for an Agreement to be fully executed before requesting that a requisition be initiated for the purchase of the approved item. In this case, staff were unaware that a requisition for a Purchase Order could be initiated immediately following City Council approval, particularly given the time-sensitive nature of the quote. Additionally, due to changes in internal City approvers at the end of 2024, the Agreement was not routed for execution until early 2025. Due to the delays in expediting the purchase, the Supplier informed that the quote was no longer valid, and the price had increased above the authorized not-to-exceed in the Agreement when staff reached out to purchase the item.

ANALYSIS

As the initial quote was no longer valid, staff requested an updated quote on May 22, 2025, from the Supplier which came back with a 30-day guaranteed price of $112,606 not including freight and tax. Staff requested that the Supplier provide a longer guarantee in the pricing due to the inability to bring the item back to City Council for an amendment to the agreement due to the long recess. The Supplier declined the City's request and informed that the guarantee is only valid for 30-days. Upon review of the Agreement, it was also discovered that the person who signed on behalf of the company was not an authorized signer, therefore, it was determined that a new Agreement would be the best action moving forward by the City's legal department.

Staff reached out to the Supplier and requested a new quote on July 28, 2025, ensuring the quote would be within 30 days of the City Council authorization date and remain valid. Upon receiving City Council approval, staff will proceed the following day with initiating a requisition for the purchase of the equipment and placing the order immediately. The equipment is priced at $113,027.10, and with estimated freight charges and applicable taxes, the total not-to-exceed amount is being requested at $132,000.

FISCAL IMPACT

The funding for the purchase of the mobile dewatering pump is available in the Equipment Replacement Fund (FD 605).

STRATEGIC PLAN

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

CEQA REVIEW

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

ACTION REQUESTED OF THE CITY COUNCIL

1) Rescind Resolution No. 2024-198, previously approving a Purchase Agreement with Holland Pump Company for the purchase of an Atlas Copco PAS F88 mobile dewatering pump in the amount of $103,443 through the Sourcewell Cooperative Purchasing Program; and
2) Approve a new Purchase Agreement with Holland Pump Company for the purchase of an Atlas Copco PAS F88 mobile dewatering pump in the not-to-exceed amount of $132,000 utilizing the Sourcewell Cooperative Purchasing Program.

Prepared by: Tu Nguyen, Management Analyst II

Reviewed by: Stephanie Reyna-Hiestand, Assistant Director of Utilities
Sara Castro, Director of Finance
Arturo M. Sanchez, Assistant City Manager
L. David Nefouse, City Attorney

Approved by: Midori Lichtwardt, City Manager

Attachments:

A –Purchase Agreement with Holland Pump Company
B – Holland Pump Company Quote
C – Holland Pump Company Contract with Sourcewell
D – Resolution 2024-198

Docusign Envelope ID: A0903769-E571-4808-9907-1E21EC212BCB

CITY OF TRACY
PURCHASE AGREEMENT FOR EQUIPMENT WITH HOLLAND PUMP COMPANY

This Purchase Agreement for Equipment, ("**Agreement"**) is entered into between the City of Tracy, a municipal corporation ("**City"**), and Holland Pump Company, a Florida Corporation (**Supplier**). City and Supplier are sometimes referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

A. City desires to retain Supplier to provide a dewatering pump, and related accessories and supplies.

B. Pursuant to Tracy Municipal Code 2.20.220, the City is utilizing a Sourcewell cooperative purchasing agreement to purchase the Equipment.

C. Sourcewell and the Supplier entered into an agreement for the purchase of equipment referred to as contract with Solicitation #101221-HLD ("**Contrac**t").

D. After negotiations between the City and the Supplier, the parties have reached an agreement for purchase of such equipment in accordance with the terms set for in this agreement.

E. This Agreement is being executed pursuant to Resolution No. 2025-_____, which was adopted by the City Council for the City of Tracy on _____.

Now therefore, the parties mutually agree as follows:

1. **CONTRACT APPLICABILITY.** The Contract is fully incorporated herein by reference, except as expressly modified herein, and the Parties agree to abide by the terms set forth therein. All capitalized terms used herein but not defined shall have the meaning attributed to them in the Contract.

    1.1. EQUIPMENT. The City agrees to purchase, and the Supplier agrees to sell, the Equipment as more specifically outlined and described in the Contract. The Equipment shall comply with all of the standards and specifications outlined in Contract.

    1.2 NO SUBSTITUTIONS; AUTHORIZED REPRESENTATIVE. There shall be no substitution for the Equipment, without the prior written authorization of the City. All Services shall be performed by or under the direct supervision of, the Supplier's Authorized Representative: Carl Calabrese, Director of Sales. Supplier shall not replace its Authorized Representative without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel may result in the termination of this Agreement.

2. **DELIVERY DATES.** The Equipment must be shipped and must arrive at the destination within eight (8) weeks after receipt of the Purchase Order (PO).

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

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

3.1 NOT TO EXCEED AMOUNT. Supplier's total contract amount, under this Agreement shall not exceed $132,000 (one hundred thirty-two thousand dollars) which includes tax and freight fees.

4. CANCELLATION AND TERMINATION. The City reserves the right to terminate or cancel any portion of this Agreement at any time prior to the delivery, with cause, by giving Supplier written notice. There shall be no period of grace after giving the notice of cancellation or termination. Cancellation or termination shall become effective immediately upon the giving of notice by personal delivery or mail.

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

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

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

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

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

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

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

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

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

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

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

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

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

8.6 **INSURANCE CERTIFICATE.** Supplier shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

8.7 **SUBSTITUTE CERTIFICATES**. Supplier shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

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

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the Supplier may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

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

10. **TAXES**. The Supplier must separately state on all invoices any taxes imposed by the local, state, or federal state government applicable to furnishing the Equipment; however, where a tax exemption is available, the tax must be subtracted from the total price and identified. Unless otherwise outlined in the Agreement, the Purchase Price will be considered to include state and city sales or use tax. Purchase priced does not include sales, use, environmental taxes or fees. The City is responsible for any such taxes or fees, if applicable, and remitting them directly to the State.

11. **WARRANTY**. The Supplier warrants that all Equipment will conform to applicable specifications, drawings, descriptions, and samples, and will be merchantable, of good workmanship in material, and free from defect.

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

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

    12.1 This duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless, or which involve claims or allegations that any of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage or injury. Supplier agrees to provide this defense immediately upon written notice from the City, and with well-qualified, adequately insured, and experienced legal counsel acceptable to the City.

13. **REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATIONS**. Supplier warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work performed, or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

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

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

To Supplier:
Holland Pump Company
Attn: Director of Sales
7312 Westport Pl
West Palm Beach, FL 33413

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

15. MISCELLANEOUS

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

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

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

15.4 ASSIGNMENT AND DELEGATION. Supplier may not assign, transfer, or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be consent to any subsequent assignment.

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

15.6 COMPLIANCE WITH THE LAW. Supplier shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

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15.6.1 **HAZARDOUS MATERIAL.** Supplier is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of performing their services.

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

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

15.8 **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

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

15.10 **SEVERABILITY.** If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the r**e**mainder of this Agreement shall remain in effect.

15.11 **CONTROLLING PROVISIONS.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, Contract and Supplier's proposal (if any), the Agreement shall control.

15.12 **ENTIRE AGREEMENT.** This Agreement, the Contract and attached Exhibits A & B comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations, or agreements. All exhibits attached hereto are incorporated by reference herein.

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Dan Arriola
Title: Mayor, City of Tracy

Date: _____

Attest:

_____
April B.A. Quintanilla, City Clerk

Approved as to form:

_____
L. David Nefouse, City Attorney

Holland Pump Company, West Palm Beach, Florida

Signed by:
Jarrod Williamson
697D3161884B489...

By: Jarod Williamson
Title: SR VP Sales

Date: 7/29/2025 | 11:51 AM PDT

Federal Employer Tax ID No. 65-0921051

Signed by:
Brian Collige
E10C31B164F14D0...

By: Brian Coolidge
Title: C.F.O

Date: 7/29/2025 | 4:40 PM EDT

Attachment B

SALES QUOTE

QUOTE No.:19187

Customer #: CITY0210
Customer: CITY OF TRACY PUBLIC WORKS DEP
Address: 520 TRACY BLVD.
TRACY CA 95376

Site: CITY OF TRACY PUBLIC WORKS
Address: City of Tracy Public Works
520 Tracy Bvd
Tracy CA 95376

Customer Order #:
Quote Date: 7/28/2025
Division: 1066
Sales Person: CARL CALABRESE

Contact: JAMES THOMPSON
Phone: 209-831-6371

Site Contact: Adrian Taylor
Phone: 209-483-6815

Equipment	Description	Qty Ordered	Qty B/Ordered	Unit Price	Sales Value	TAX	Line Total
MISC	Atlas Copco PAS F88 JD-S, 125HP FT4, 8" Pump, Wheel Mount, Enclosed	1	1	$105,168.00	$105,168.00	$0.00	$105,168.00
MISC	OPT. Dual 40 ft. float switches	1	1	$645.00	$645.00	$0.00	$645.00
MISC	OPT.: Solar Battery Charger	1	1	$367.50	$367.50	$0.00	$367.50
MISC	8" Flange x 8" Bauer SOC	1	1	$415.00	$415.00	$0.00	$415.00
MISC	8" x 10 ft. Suction Hose, M x F Bauer	2	2	$1,068.00	$2,136.00	$0.00	$2,136.00
MISC	8" x 15 ft. Kanaline Suct. Hose x Bauer	1	1	$1,408.00	$1,408.00	$0.00	$1,408.00
MISC	8" RH Strainer x Bauer Coupling	1	1	$647.85	$647.85	$0.00	$647.85
MISC	8" Flange x 6" Male Cam Lock	1	1	$277.25	$277.25	$0.00	$277.25
MISC	6" x 50 ft. Red LF Disch. Hose, Camlock	4	4	$449.25	$1,797.00	$0.00	$1,797.00
MISC	8" Flange Bolt / Gasket Kits	2	2	$82.75	$165.50	$0.00	$165.50
FREIGHT	FREIGHT	1	1	$5,750.00	$5,750.00	$0.00	$5,750.00

Notes:
Offered under Holland Pump Sourcewell contract

Pricing good for 30 days.

Lead time 6-8 weeks.

N-30 Terms

Any CA state, local, or other taxes are the purchasers responsibility.

Carl Calabrese
carlc@hollandpump.com
386+-426-1345 x 6603

SUB TOTAL:	**$113,027.10**
FREIGHT (SHIPPING/DELIVERY):	**$5,750.00**
TAX:	**$0.00**
TOTAL:	**$118,777.10**

DATE ISSUED: 7/28/2025

Sourcewell

Solicitation Number: RFP #101221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Holland Pump Company, 7312 Westport Pl., West Palm Beach, FL 33413 (Supplier).

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

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

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

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

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14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

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

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

Minimum Limits:
$1,000,000 each accident, combined single limit

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

Minimum Limits:
$2,000,000

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

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/23/2021 | 8:47 PM CST

Holland Pump Company

DocuSigned by:
By: Robert Hennessy
DA43E39B068B4CD...
Robert Hennessy
Title: National Sales Manager
Date: 11/29/2021 | 12:46 PM PST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/29/2021 | 2:56 PM CST

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

Vendor Details

Company Name:	Holland Pump Company
Address:	7312 Westport Place West Palm Beach , FL 33413
Contact:	Robert Hennessy
Email:	roberth@hollandpump.com
Phone:	386-872-0403
Fax:	561-683-7247
HST#:	65-0921051

Submission Details

Created On:	Monday October 11, 2021 16:04:22
Submitted On:	Tuesday October 12, 2021 16:29:51
Submitted By:	Robert Hennessy
Email:	roberth@hollandpump.com
Transaction #:	dcb06cdf-cb84-4790-9837-5eb53a701222
Submitter's IP Address:	72.188.14.231

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Holland Pump Company	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	NONE	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NONE	*
4	Proposer Physical Address:	7312 Westport Pl., West Palm Beach, FL 33413	*
5	Proposer website address (or addresses):	www.hollandpump.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Robert Hennessy, National Sales Manager 7312 Westport Pl, West Palm Beach, FL 33413 roberth@hollandpump.com (386) 872-0403	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Robert Hennessy, National Sales Manager 7312 Westport Pl, West Palm Beach, FL 33413 roberth@hollandpump.com (386) 872-0403	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Eugene Lant, VP Sales 7312 Westport Pl, West Palm Beach, FL 33413 eugene@hollandpump.com (407) 855-7109	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Main Core Value: Our People are Our Biggest Asset. We pursue all business dealings with a positive attitude, urgency, integrity and professionalism, & be passionate about all that we do. Holland Pump was formed in 1978 and is involved in the manufacture, sales, distribution, rental, and service of dewatering pumps. We currently have nine (9) company-owned locations, primarily in the Southeast, along with a growing dealer network nationwide. Plans are to have a Holland Canadian operation by 2023. Holland Pump Mfg. has produced 300 diesel driven systems in one year, with capabilities to double production with our acquisition of Complete Dewatering.. Holland Pump maintains a large fleet including 1,200+ diesel driven rental pumps, Holland Pump company partnered with XPV Water Partners two-years ago, and the growth impact is self evident. With this partnership, Holland is experiencing explosive growth.. We have acquired the 75-year old pump equipment manufacturer Complete Wellpoint & Dewatering Co., Edgewater, FL, further expanding our product offerings; The acquisition of Alpha Pump, a major industrial pump & rental supplier out of Baton Rouge, LA, moved the Holland footprint westward & into new market. Expansion in 2021-2022 include acquisitions in the Northeast, South, South Central, Midwest, and Pacific Coast regions. NDA's prevent revealing the LOI's for the soon to be acquired companies. Note: XPV has $500M+ invested between 16 companies, all of which are in the water industry.	*
10	What are your company's expectations in the event of an award?	Great expectations! Promote the value of and participate to the fullest in the Sourcewell Contract. Holland successfully recruited the former Sourcewell contract administrator for Thompson Pump, Robert Hennessy. He was the lead to get Thompson onboard with their successful NJPA/ Sourcewell contract. Also, we anticipate an even faster growth curve, especially with swift addition of related companies across the country and a new, dedicated marketing team. It is not unreasonable to project seven-figure growth within three-years.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Holland Pump Company has 90 total employees across all of its locations and generates $20.16 million in sales (USD). As mentioned, we have our financial partner, XPV Water Partners, to bolster our standing.	*
12	What is your US market share for the solutions that you are proposing?	Although difficult to judge because pump sales are not as readily tracked, even by the U.S. standard association, the Contractors Pump Bureau (CPB), Holland stands at about 3% of the portable pump market.	*
13	What is your Canadian market share for the solutions that you are proposing?	Our Canadian operations are just unfolding, with three (3) dealers set to sign before year's end. This is in addition to the prospect of having a company-owned location near Pointe- Claire, Quebec. A pair of XPV's principles are domiciled in eastern Canada.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, we have never petitioned.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are a manufacturer & a service provider, supplemented by an independent dealer network nationwide. Expanding our footprint, we anticipate having (14) company-owned locations by 2022 end. Each location has 2-3 salespersons & 3-4 service personnel. Our dealer network provides an extra (17) Holland sales and service outlets to cover Participating Entities nationwide.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	We offer a two-year warranty now to Sourcewell, so we are confident in our product quality is excellent. We are striving, though, to improve the overall customer experience by having the ISO 90001 certification process begin in 2023. Otherwise, we have safety certifications at each company branch depending on their market.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Holland Pump has never had any actions taken against the company related to Suspension or Disbarment.	*

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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Other than local recognition, Holland Pump has not received any awards or recognition in the past 5 years.	*
19	What percentage of your sales are to the governmental sector in the past three years	We are integrating figures from acquisitions as well. Approximately 7% of new pump sales are from government entities.	*
20	What percentage of your sales are to the education sector in the past three years	We currently do not have any recordable sales to the education sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Please note: Until the second quarter of 2021, Holland Pump did not have a dedicated sales team for Municipal Sales. HGAC - $63,000 VASA - $28,760 FSA - $86,564	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We have just started the GSA product qualification process with Federal Contracts Corp as our agent.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Palm Beach County Fleet West Palm Beach, Florida	Jason Josephs	561-233-4571	*
The Port Authority of NY and NJ	Anthony Armao	516-375-1809	*
Ohio DOT – District 2	Robert Shirey	419-373-4453	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
JEA, #7	Government	Florida - FL	PT4 Super Silent Pumps	$378,000	$392,000	*
City of Houston	Government	Texas - TX	8" Trailer Mounted Pumps	$111,030	$111,030	*
Port Authority of NY NJ	Government	New York - NY	6" Silenced Trailer Mounted Pumps	$196,242	$196,242	*
South Florida Water District	Government	Florida - FL	Axial Flow Pumps 12 x 8 pumps and pipe	$552,622	$640,889	*
Hillsborough County	Government	Florida - FL	6" Trailer Mounted Pumps; Pump Rentals	$266,622	$292, 334	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
25	Sales force.	We currently have (28) company salespersons nationwide, not including upcoming acquisitions.	*
26	Dealer network or other distribution methods.	We have a dealer network nationwide that we are committed to expanding.	*
27	Service force.	We have 36 dedicated service personnel.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders, direct or through dealers, go through the our contract team leader via email, and consequently secured to our Microsoft Teams folder as outlined.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We are often an emergency-based business due to our rental fleet business, so we are available 24/7 via phone or text to our sales and service personnel, email during the day. We are dedicated to customer service for 100% satisfaction. Example: Our rental business states that if the customer is not satisfied with our equipment, we will reimburse the rental.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We cannot stress enough that we find this contract very important. Very willing and able with our resources.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have expansion plans for Canada. Very willing.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	NONE.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are offering to service ALL participating entity sectors our all of our goods and services nationally. We have a national presence. Although we do have other cooperative contracts	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We have no restrictions to these outlying participating entities.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We have ramped-up our marketing efforts from a regional setting to a national scope, owing to our continued explosive growth nationally. We have and will employ heavy social media, tradeshows, local municipal sponsorships & activities, training of our sales force on how to sell the Sourcewell contract, including a growing dealer network. We have hired an experienced lead to aggressively oversee the development of the Sourcewell contract, as evidenced by his visit this summer to your Staples HQ to re-acquaint & get up to speed on the current bidding process. We wish to employ web-based seminars and pump training videos under the Sourcewell sponsorship as you offer these opportunities.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Besides our excellent website, we are on many channels. This includes Twitter, LinkedIn, YouTube, Facebook, & Instagram We have posts on these sites several times weekly.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Initially, Holland would appreciate a visit from Sourcewell in some form to assist in training our sales group. We have already laid groundwork in an earlier internal sales summit regarding the possibility of being on your contract. Our sales group anticipates a metric that includes calling on municipalities a determined amount of times per week. We will participate in as many Sourcewell sponsored or directed activities including your marketing offerings such as reaching out to Participating Entities through member lists.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We are slated to be on an e-procurement system in late 2022 after we bring a new CRM online in the 1st/2nd quarter of 2022.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We appreciate any opportunity to provide training to Participating Entities! The training is optional, and it may cover equipment, maintenance, or operator information as requested. Factory and Dealer representatives provide professional training in the classroom and hands-on in the field. Holland Pump provides this training at no cost to Participating Entities.	*
40	Describe any technological advances that your proposed products or services offer.	We fully remote/ automated pump controls and monitoring available with upgradeable ability as technology advances. We also have a true cutter pump that will be of incredible value to Participating Entities who pump harsh materials that usually clog pumps.	*
41	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Holland Pump has a long history of working with the SFWMD (South Florida Water Management District) and other water management agencies and also on ACOE (Army Corp of Engineers) on conservation projects. Because of reliability, our Hydraulically Driven Submersible are widely used by these agencies for dewatering. Holland identified the Green Initiative as early in 1999, converting from standard hydraulic oil to canola oil which is biodegradable. Later, we introduced mineral oils which proved to have even higher reliability & a lower risk of hurting the environment. Holland Pump has also stayed at the forefront of control panels which can be automated to start and stop remotely or by pressure transducer or by float mechanisms, avoiding excessive fuel use, lowering consumption and air pollution. Holland Pump uses the only the best environmental oils and has complied with all EPA requirements for the use and manufacture of pumping systems which are now mandated to be Tier 4 Final. Holland Pump is able to incorporate telemetry to remotely monitor warnings and shutdowns, to auto-start/stop pumps, and to monitor GPS locations. Used in combination with VFD’s (Cariabale Frequency Drivess) and electric motors, these systems optimize power use according to the exact horsepower and flows required improving efficiency & again, lowering consumption.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We utilize only EPA approved Tier 4 engines in our U.S. and Canadian sales of pumps.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	By contract, we solely sell to Federal Agencies exclusively through supporting Federal Contracts Corp, a Service Disabled Owned Small Business & HUB Zone Business. We are also in the process of getting qualified on GSA & the DLA through FCC.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We have a group of tenured employees who seek innovation. We are the industry consensus top two, if not the top, quality supplier of hydraulic pump equipment. Innovation in this product is the totally unique Triple Play Hydraulic System. We are on the cutting edge with developing the newest industry game changing Holland Diesel Drive Cutter Pump. This unit will help solve the problem of having to dedicate technicians just to keep emergency backup lift station pumps operational. This is HUGE! We also have a wide selection of smaller, highly efficient wellpointing pumps that are cost effective, especially for tightly budgeted groups. Overall, we offer a mix of extensive pump & pump system knowledge with excellent products. We are very accommodating and easy to work with as a partner.	*

Table 9A: Warranty

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

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes, all of our products, parts, and labor from manufacturing and material defects.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No. However, evident abuse of the products is cause for affecting coverage. Please note Line item 49 below for engines/ motors.	*
47	Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs?	Yes.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have a wide geographical range of coverage. However, in the unlikely event we do not service an area, or if the service event occurs while the area designated service group is on other calls, Holland Pump will find and assign a qualified service group to provide proper, prompt, & professional service and attention to the Participating Entity.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We will cover ALL pump-related service items. As is with the industry norm, all engine and motor warranties will be advanced WITH THE ASSISTANCE OF HOLLAND PUMP to the manufacturer to be promptly addressed, as the Participating Entities' advocate. The engine manufacturers generally offer an industry accepted two-year warranty or 1,800 hours, whichever comes first.	*
50	What are your proposed exchange and return programs and policies?	Exchanges will be made on a case-by-case basis. All returns must have a Returned Goods Authorization number (RGA#) issued from Holland Pump for acceptance of possible warranty items and general product returns for tracking purposes.	*
51	Describe any service contract options for the items included in your proposal.	We offer preventative maintenance (PM) programs to field service Holland Pump equipment every 250-hours or as requested by the Participating Entity. This includes oil change, other fluid and mechanical checks, and vacuum/ pump priming checks.	*

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	We are providing Sourcewell with a value-added Two-Year Limited Warranty against manufacturing and material defects. Our standard is a One-Year Limited Warranty.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	We are offering preventive maintenance (PM) to service pumps in our network where applicable. For a nominal charge, routine service is provided every 250-hours of operation. This includes oil changes and other serviceable items to keep the Participant up-and-running. 100% satisfaction guaranteed or the PM charge is returned.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Our terms are Net 30 days. Accepted payment is by check, bank card (3% fee), or similar electronic fund transfers.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	We utilize New Line leasing Corporation to assist in funding new, used, and leasing of equipment.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have a signature & PO section at the bottom of our quotes to approve the offer. This form is utilized for sales and service.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. There is a 3% fee associated with utilizing this payment process.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We are offering a product category (across the board) discount, which is very favorable to Participating Entities.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discount across all products is higher/ better than any standard Holland Pump category of discounting. The discount is 12%.PLEASE NOTE: From the outset, our list price is set-up often lower than industry standard.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	There is an extra 1% for early payment. In addition, an extra 1% is allowed for prompt payment of orders over $100,000 USD.	*
61	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	We will offer options for Participating Entities for Open Market items for each requested quote as requested.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Other than freight, we do not employ charges for pre-delivery inspection or set-up. We provide training at no cost. We do not provide permanent installation services, but we can advise and assist with pump selection through engineering and experience.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	We will research and offer to the Participating Entity the best cost and time effective freight rate available. We assess, with Participating Entity, how to ship on a case-by-case basis with Holland's shipping department. We attempt to utilize our purchasing power with freight companies, and we will pre-pay freight and add to the customer bill unless otherwise instructed.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	With such a flux in fuel costs and other shipping-related expenses in our current economy, we utilize several freight forwarders on a case-by-case basis. These companies specialize in these moves, especially for offshore requirements such as U.S. bases in Guam.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We offer free freight to Participating Entities within Florida.	*

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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We are offering an additional 2% discount. This is better than our stocking distributors and other cooperative contract discounts moving forward. We see the great value of the Sourcewell contract. Please note that our pricing structure is now a bit different; the list price is lower overall in the market than others at the outset.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We have a process we will follow as with our other awarded municipal cooperative buying contracts/ agreements. We have a one-person contact with Sourcewell as receiving conduit (Team Lead), with two (two) back-up personnel. All incoming email correspondence for the contract is set-up by rule to go into our Microsoft Teams "Municipal Team" folder/ company file sharing. Our Accounts Payable (AP) Department is a member of the Municipal Team, and they receive alerts for correspondence including purchase orders. Near the end of the quarter, the AP group relays sales figures to the Team. After review, the Team confirms the figure(s) for payment. The Team lead/ contract contact reports back to the contract owner, and the AP group issues appropriate funds to cover the contract fee.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We update key metropolitan statistical areas (MSA's) twice yearly to check market share with the governing body of the (AEM) Contractor's Pump Bureau pump sales statistics. We also have a monthly upper management meeting to review sales progress versus goals, including municipal sales.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	As growing company, we would like to propose a 1% fee; however, we are open to the 2% maximum if Sourcewell deems it necessary.	*

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

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Hydraulically Driven Submersible Systems 4"-30"; Rotary Wellpoint Pumps & Accessories 4"-12";Suction Lift Pumps from 3"-18";Diesel Jet Pumps 4"-8"; Diesel Axial Flow Pumps 18"-42"; High Head Suction Lift Pumps 4"-18" Pumping accessories such as hose, pipe fittings, and accessories Preventative Maintenance Services	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Emergency Back-up Lift Station Pump Bypass Pumping Equipment Fire Suppression Equipment Wellpoint Pumps and Accessories Dewatering Equipment Portable Dewatering Equipment Pump Accessories Permanently Mounted Back-up Pumps	*

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

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

Line Item	Category or Type	Offered *	Comments	
72	Sewer vacuums or combination sewer cleaners	○ Yes ◉ No	N/A	*
73	Hydro or air excavation equipment	○ Yes ◉ No	N/A	*
74	Jetters and rodders	○ Yes ◉ No	N/A	*
75	Dewatering, mud, trash, and centrifugal pumps	◉ Yes ○ No	We offer a complete portfolio of dewatering, mud, trash, centrifugal pumps, and more.	*
76	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	◉ Yes ○ No	Extensive list of rental fleet-proven products for standby portable and fixed emergency back-up diesel driven pumps.	*
77	Accessories, supplies and replacement or wear parts related to the offerings above.	◉ Yes ○ No	We have parts departments at all company stores and dealers across the country.	

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Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe any product or equipment features that improve operator safety.	We offer the Triple Play combination unit. The premise is one hydraulic power pack that can power three type pumps: suction lift, submersible, & jet/ dewatering pumps. This set-up is the choice for confined/ small spaces. This allows the operator more room to work, and to work remotely in potentially hazardous (esp. gaseous) conditions. Also, see below for our related cutter pump.	*
79	Describe any product or equipment innovations that increase uptime and operator productivity.	We will be offering a specialized portable/ emergency lift station standby diesel cutter pump series that will allow less down time cleaning out debris, especially sewage related items, from the pump casing. Also provides the operator less exposure time to hazardous materials.	

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

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

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
N/A		

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Holland Pump - Sourcewell Pricing - All List Pricing - Take 12% off for NET.xlsm - Tuesday October 12, 2021 16:14:43
- Financial Strength and Stability - Holland Pump 2020 Audit Report.pdf - Tuesday October 12, 2021 16:15:13
- Marketing Plan/Samples - HOLLAND TRIPLE PLAY PUMP SET.pdf - Tuesday October 12, 2021 16:15:28
- WMBE/MBE/SBE or Related Certificates - FCC Capabilities Statement 2021.pdf - Tuesday October 12, 2021 16:18:36
- Warranty Information - Holland Pump Two-Year Warranty.pdf - Tuesday October 12, 2021 16:19:35
- Standard Transaction Document Samples - Holland 4-inch Vac Priming Enclosed Pump 10-2021 JB.xlsx - Tuesday October 12, 2021 16:20:06
- Upload Additional Document - Holland Pump Dealers.pdf - Tuesday October 12, 2021 16:28:12

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Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Robert Hennessy, Natl Sales, Holland Pump

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu September 30 2021 03:29 PM	☑	2
Addendum_2_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Fri September 10 2021 02:40 PM	☑	2
Addendum_1_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu August 26 2021 05:40 PM	☑	1

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2024-198

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1) AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH HOLLAND PUMP COMPANY FOR THE PURCHASE OF AN ATLAS COPCO PAS F88 MOBILE DEWATERING PUMP UTILIZING THE SOURCEWELL COOPERATIVE PROGRAM IN THE AMOUNT OF $103,443 FOR THE WASTEWATER TREATMENT PLANT; 2) DECLARING THE EXISTING MOBILE DEWATERING PUMP AS SURPLUS AND APPROVING ITS DISPOSITION PURSUANT TO TRACY MUNICIPAL CODE SECTION 2.20.310

WHEREAS, the City of Tracy's (City's) Wastewater Treatment Plant (WTP) utilizes a mobile dewatering pump to ensure that the WTP is able to provide waste removal services to the community; and

WHEREAS, this pump is an emergency trash pump utilized to move flows from the primary clarifier to the distribution box as part of the treatment process and may also be used in dewatering of basins as a bypass to plant pumps should they fail; and

WHEREAS, an imminent need exists to acquire a new dewatering pump for the WTP due to the malfunctioning, and complete failure of the existing mobile dewatering pump; and

WHEREAS, the mobile dewatering pump is needed to ensure that the Wastewater Plant is able to continue providing waste removal services to the Tracy community; and

WHEREAS, without this pump, the wastewater subdivision will be compelled to seek out rental options, risking potential service disruptions; and

WHEREAS, on April 17, 2024, City staff requested bids from vendors listed in the Sourcewell Program; and

WHEREAS, the City of Tracy is an established customer with Sourcewell (customer number 18531) and is authorized to make purchases using Sourcewell Cooperative Purchasing Agreements, per Tracy Municipal Code section 2.20.220; and

WHEREAS, after careful examination of the dewatering pump, it was discovered that key components were now obsolete, and to try to retrofit the unit would have exceeded the actual value of the unit; and

WHEREAS, it is recommended that the existing failed dewatering pump will be declared surplus and approved to be sold at public auction to the highest bidder for disposal; and

WHEREAS, the disposal of surplus equipment and commodities or other property no longer needed by any department of the City is governed by Section 2.20.310 of the Tracy Municipal Code (TMC) which identifies the method of disposition of surplus property; and

WHEREAS, the funding for the purchase of the pump in the amount of $103,443 is available in the Equipment Replacement Fund (FD 605); and

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

NOW, THEREFORE, be it

RESOLVED: That the City Council of the City of Tracy hereby finds and determines that the actions herein are categorically exempt from the California Environmental Quality Act pursuant to CEQA Guidelines section 15311 that pertains to construction, or replacement of minor structures accessory to existing commercial, industrial, or institutional facilities, and be it

FURTHER RESOLVED: That the City Council for the City of Tracy hereby authorizes and approves the execution of a Purchase Agreement with Holland Pump Company attached as Exhibit 1 for the purchase of one Atlas Copco PAS F88 mobile dewatering pump utilizing Sourcewell Cooperative Agreement in the amount of $103,443 for the City's Wastewater Treatment Plant; and be it

FURTHER RESOLVED: That the City Council approves the determination that the existing mobile dewatering pump at the City's Wastewater Treatment Plant is surplus City property pursuant to Tracy Municipal Code Section 2.20.310; and be it

FURTHER RESOLVED: That having declared the mobile dewatering pump surplus the City Council authorizes the City Public Works Director to cause the surplus mobile dewatering pump to be sold at public auction and carry out related tasks for its disposition pursuant to Tracy Municipal Code Section 2.20.310.

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

The foregoing Resolution 2024-198 was adopted by the Tracy City Council on November 19, 2024, by the following vote:

AYES: COUNCIL MEMBERS: ARRIOLA, BEDOLLA, EVANS, DAVIS, YOUNG
NOES: COUNCIL MEMBERS: NONE
ABSENT: COUNCIL MEMBERS: NONE
ABSTENTION: COUNCIL MEMBERS: NONE

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

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

EXHIBIT 1: Purchase Agreement with Holland Pump Company

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

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1) **RESCINDING RESOLUTION NO. 2024-198, WHICH PREVIOUSLY APPROVED A PURCHASE AGREEMENT WITH HOLLAND PUMP COMPANY FOR THE PURCHASE OF AN ATLAS COPCO PAS F88 MOBILE DEWATERING PUMP IN THE NOT-TO-EXCEED AMOUNT OF $103,443 THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM; AND**
2) **APPROVING A NEW PURCHASE AGREEMENT WITH HOLLAND PUMP COMPANY FOR THE PURCHASE OF AN ATLAS COPCO PAS F88 MOBILE DEWATERING PUMP IN THE NOT-TO-EXCEED AMOUNT OF $132,000 UTILIZING THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM**

WHEREAS, on November 19, 2024, the City Council adopted Resolution No. 2024-198, approving a Purchase Agreement with Holland Pump Company for the purchase of an Atlas Copco PAS F88 mobile dewatering pump in the not-to-exceed amount of $103,443 through the Sourcewell Cooperative Purchasing Program; and

WHEREAS, staff did not initiate a requisition to purchase the equipment in an expedited manner; and

WHEREAS, due to changes in internal City approvers at the end of 2024, the Agreement was not routed until early 2025; and

WHEREAS, by the time the Agreement was routed, Holland Pump Company notified the City that the original pricing was no longer valid and there was an increase in price; and

WHEREAS, the City entered into negotiations with Holland Pump Company for revised pricing and was informed that the quoted price could only be held for 30 days due to market fluctuations; and

WHEREAS, staff requests City Council to rescind Resolution 2024-198, which approved the Purchase Agreement with Holland Pump Company with a not-to-exceed amount of $103,443, utilizing the Sourcewell Cooperative Purchasing Program; and

WHEREAS, staff consulted with the City Attorney and drafted a new agreement with Holland Pump Company; and

WHEREAS, staff requests City Council approval of a new Purchase Agreement with a not-to-exceed amount of $132,000, utilizing the Sourcewell Cooperative Purchasing Program; and

WHEREAS, funding for the equipment purchase is available in the Equipment Replacement Fund (Fund 605); and

WHEREAS, this action is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15311, which pertains to the replacement or construction of minor accessory structures or equipment for existing facilities; 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 rescinds Resolution 2024-198, which previously approved a Purchase Agreement with Holland Pump Company for the purchase of the Atlas Copco PAS F88 mobile dewatering pump in the not-to-exceed amount $103,443; and be it

FURTHER RESOLVED: That the City Council hereby approves a new Purchase Agreement with Holland Pump Company for the purchase of one (1) Atlas Copco PAS F88 mobile dewatering pump in the not-to-exceed amount of $132,000, utilizing the Sourcewell Cooperative Purchasing Program; and be it

FURTHER RESOLVED: That the City Council finds the actions taken herein are this action is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15311, which pertains to the replacement or construction of minor accessory structures or equipment for existing facilities.

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

The foregoing Resolution 2025-_____ was adopted by the City Council on the 19th day of August 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

August 19, 2025

Agenda Item 3.A

RECOMMENDATION

The City of Tracy Planning Commission recommends the City Council hold a public hearing, and upon its conclusion, take the following actions:

1. **Introduce an Ordinance (a) Approving a zoning text amendment adding Article 9.5, Small Lot Residential Zone, to Chapter 10.08 of Title 10 of the Tracy Municipal Code, Sections 10.08.1471 through 10.08.1479; and (b) Determining the zoning text amendment creating the Small Lot Residential (SLR) Zone is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(B)(3) pertaining to projects that do not have the potential for causing a significant effect on the environment;**
2. **Introduce an Ordinance (a) Approving a rezone from Light Industrial to Small Lot Residential Zone for the Triway Project site, consisting of four parcels totaling approximately 22.6 acres located at 200 Valpico Road, Assessor's Parcel Numbers 246-130-03, 04, 05, and 06; and (b) Determining the proposed rezone is exempt from CEQA pursuant to CEQA Guidelines Section 15183 pertaining to projects consistent with the General Plan Environmental Impact Report (EIR); and**
3. **Adopt a resolution (a) Approving a Vesting Tentative Subdivision Map for the Triway Project site to create 275 residential lots and several common area parcels; (b) Approving a development review permit for the architectural design of the Triway Project consisting of 324 homes of mixed housing types; and (c) Determining the proposed Triway Project Vesting Tentative Subdivision Map and Development Review Permit are exempt from CEQA pursuant to CEQA guidelines Section 15183 pertaining to projects consistent with the General Plan EIR.**

EXECUTIVE SUMMARY

The Triway project site is located northeast of the Tracy Boulevard and Valpico Road intersection. The Triway project consists of 275 homes, in addition to 49 junior accessory dwelling units (JADUs) for a total of 324 residential units on a 22.6-acre property (12.2 dwelling units per acre net) centered around a neighborhood park that the developer will build and dedicate to the City.

The project is consistent with the General Plan land use designation for the property and the proposed Small Lot Residential Zone is designed to allow for innovative design for a more affordable housing project. The Triway project will provide a type of housing that will create opportunities for more affordable home ownership for our community. This project helps implement the 2023-2031 Housing Element required by the state.

BACKGROUND AND LEGISLATIVE HISTORY

The Triway project consists of 275 homes, in addition to 49 JADUs for a total of 324 residential units on a 22.6-acre property (12.2 dwelling units per acre net) centered around a neighborhood park that the developer will build and dedicate to the City.

The Triway project proposes a mix of housing types within the same neighborhood to create a variety of housing types in a comprehensive designed development. The 275 new homes are

configured in three styles: 96 semi-attached duet homes (ranging from approx. 1,598-2,101 sf) with 25 JADUs; 113 alley loaded homes (ranging from approx.1,592-2,115 SF); and 66 front loaded homes (ranging from approximately1,987-2,300 sf) with 24 JADUs.

The project includes a variety of home types which allow for different styles of living and affordability. The applicant has proposed this project to appeal to Tracy residents who want to remain in Tracy but may not be able to afford a new home on a large lot.

The Triway project represents an opportunity to develop a mixed income housing development with a variety of residential unit sizes and pricing levels to serve a diversity of residents at all stages of their lives and various life-style needs. This project would assist in filling the void of "Missing Middle" or more attainable housing in the City of Tracy.

This is a style of housing that the 2023-2031 Housing Element anticipates to provide for a more affordable option for the community. This is the type of project that is needed for workforce housing, move down housing and also a housing product for people that do not want to maintain larger yards.

General Plan

The property has a General Plan land use designation of Residential High (RH). The characteristic housing for the Residential High designation includes triplexes, fourplexes, town houses, apartments, and includes condominiums as an ownership type. Densities in the Residential High designation range from 12.1 to 25 units per gross acre.

This property was previously an opportunity site in the 2015 to 2023 Housing Element. It is a property that was intended to develop as a higher density site providing for housing that would be more affordable than conventional larger lot single family residential. The property was not previously rezoned.

The Triway project has a land use density of 12.2 units per acre and is consistent with the land use density intended for the Residential High general plan designation as well as the type of proposed residential use. The project is consistent with the General Plan vision of "forming neighborhoods that are oriented around a focal point, which is a public space such as a park." (Tracy 2011 General Plan, pgs. 2-17). The Triway project proposes a mix of housing types within the same neighborhood to accomplish Objective LU 4.1 of the General Plan to "create a mix of housing types in neighborhoods" (Tracy 2011 General Plan pgs. 2-43).

Rezone and Text Amendment

The City is required to update the zoning code to reflect the current General Plan land use designation of Residential High (RH) by rezoning to the High Density Residential or comparable zoning designation. The Triway Project is allowed under the HDR zoning standards in terms of use and density. The project applicant and city staff have been working to craft a new zoning designation that is consistent with the proposed small lot development and is more consistent with the type and style of housing being developed currently.

The proposed Small Lot Residential Zone is designed to provide for single-family dwellings, two-family dwellings and multi-family dwellings on small lots. The City of Tracy has approved this style of development within Tracy Hills and a couple of Planned Unit Development (PUD)

Zones, such as Oxford Square and Westgate Duets. The rezone and new zoning designation is an update and is reflective of current market conditions and the types of housing product that is becoming more popular.

This updated zoning designation will also support the 2023-2031 Housing Element and the direction from the State to provide more affordable housing options and housing product types.

Vesting Tentative Subdivision Map

The project is applying for a vesting tentative map to subdivide what is currently four parcels into 275 residential lots and several common area parcels. Additionally, the project will abandon the prior Mission Court Street dedication, which no longer reflects the development pattern.

The project includes public roads which form a large loop around the newly proposed neighborhood park, with parallel parking stalls on either side of the public road that can be used for park and residential visitors. Approximately 174 public parking spaces are expected, as well as 23 off street parking spaces scattered throughout the private alleys. The public road has two east/west connections in the North and South of the property and includes public roads on two of the four sides of the park. Private alleys, owned and maintained by the HOA, will provide garage access to homes while allowing for front doors along Valpico Road, the edges of the park, and common paseos (which are also owned and maintained by the HOA). Please see Exhibit 3 to the City Council Resolution.

The project includes a neighborhood park that is 3.5 acres in size, significantly larger than the 2.6 acres required by the municipal code and provided by Brookfield as a community benefit. This oversized park provides the outdoor space for the community, a place to play a pickup basketball game with neighbors, host a birthday barbeque or throw a ball with your children. This is a public park for the community to utilize. The neighborhood park will be built by the developer and dedicated to the City.

The subdivision as proposed is consistent with the proposed zoning and City development codes and requirements and has been conditioned appropriately.

Development Review

The Triway project layout, architecture and public space improvements have been reviewed against the City of Tracy Design Goals and Standards.

The applicant has utilized a property that was initially designated for apartments and created a higher density, for sale product that provides a more immediate housing opportunity for Tracy citizens to own a home. The original design guidelines were adopted in 2002 and were focused on a more typical single-family design. This included large lots with single family housing and then a multifamily component. Staff did not anticipate a smaller lot development that would become more popular because of land costs and housing affordability.

The design guidelines provide direction on positive features and allow flexibility and creativity in design. This flexibility allows staff to ensure that a project is consistent with the intent of the design guidelines. For the Triway project staff is reviewing a high-density single-family project to ensure consistency with single family and multifamily design standards. The variety of materials, colors and architectural features, combined with the overall site layout and housing variety

makes this project consistent with the intent of the guidelines.

The project site has been designed to be oriented towards a neighborhood park amenity. The road system makes accessing the park feature easy from anywhere in the development. The small lot project layout creates villages that will provide for housing product variation. A site plan, architecture and landscaping is included as Exhibit 4 to the City Council Resolution.

The project is broken up into three distinct housing product types: the Devon at the Triway (duets), the Kinsley at the Triway (alley load) and Somerset at the Triway (front loaded conventional).

The Devon product is comprised of four floorplans that have the opportunity for four elevation styles. The variation of floor plans and elevational styles allows for a diversity of what a streetscape will look like.

The Kinsley product is comprised of four floorplans that have the opportunity for three elevation styles. This product is alley loaded that allows the view from the main street to focus on the front door.

The Summerset is a front-loaded product that is comprised of four floorplans that have the opportunity for three elevation styles. This is a more conventional home on a smaller lot.

This project provides for a massing and diversity of product that creates an aesthetic interest that might not come from larger multifamily buildings. This project is comprised of two-story buildings and an apartment complex or higher unit condo or triplex project would have a much different aesthetic and massing.

This is a high-density project that is more in line with single family design standards.

Project Features

The applicant has provided project goals and a list of project features and benefits to help staff review the development for consistency with City standards. The project's goal is to build a high-quality housing project with new infrastructure and amenities in this area of Tracy and help the City achieve its RHNA goals by developing homes that form a "Missing Middle" of housing typologies within the City.

Features to support the rezone and innovative project design includes the following:

- A substantially larger and more amenitized neighborhood park (3.5 acres) than otherwise required (2.6 acres) that would be built and dedicated to the City including the following improvements:
- Sport court (basketball/multi-use) with lighting
- Covered large picnic area (10 picnic tables)
- 2-5 year-old playground with shade
- 5-12 year-old playground with shade
- Lighting
- Site Furnishings: Benches, drinking fountain(s), trash receptacles
- Bike Parking
- A Class 2 bicycle path and sidewalk that would connect to the existing City network and provide a direct pedestrian connection to the adjacent, existing Village Center retail area.

- The inclusion of 49 homes with junior accessory dwelling units (JADUs) throughout the Project that will be affordable housing by design. The JADUs will provide much-needed housing that allows for multigenerational families, both young adult family members or aging parents, to be able to afford to live in Tracy and do so in comfort.
- Expansion of the B2 Regional City Basin
- Frontage improvements to the Valpico Road public right of way

PUBLIC OUTREACH / INTEREST

Public Hearing notices were provided to the local paper, poster on the City website and provided to neighbors within a 300-foot radius. These noticing requirements were completed for both the Planning Commission and City Council. No one spoke in opposition to the project at the Planning Commission.

PLANNING COMMISSION ACTION

The Planning Commission held a duly noticed public hearing on May 28, 2025. The Commission considered and reviewed the staff report, project exhibits and recommended resolutions and ordinances. Based upon the information presented at the hearing, the Planning Commission, on a 4-0 vote, with one commissioner absent, recommended City Council approval of the Triway project.

FISCAL IMPACT

The project applicant entered into a cost recovery agreement to pay for staff and consultant time to process the Triway project application. As part of the development of the Triway project, the properties will annex into various Community Facility Districts to pay for the on-going operational costs to provide services including Police, Fire, streets maintenance, stormwater improvements and parks and landscaping costs. The residents of these properties also pay property tax and support the local businesses generating sales tax for the community.

CEQA DETERMINATION

The zoning text amendment creating the Small Lot Residential (RSL) Zone is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) in that projects with no potential for causing a significant effect on the environment need no further environmental review.

California Environmental Quality Act (CEQA) Guidelines Section 15183 allows a streamlined environmental review process for projects that are consistent with the densities established by existing zoning, community plan or general plan policies for which an EIR was certified. As noted above, the proposed project is consistent with the land use designation and densities established by the Tracy General Plan, for which an EIR was certified.

The proposed Triway Residential Project (project) is consistent with the land use designations and development intensities assigned to the project site by the City of Tracy General Plan. Cumulative impacts associated with development and buildout of the project site, as proposed, were fully addressed in the City of Tracy General Plan EIR (SCH# 2008092006). Since the proposed project is consistent with the land use designation and development intensity for the site identified in the General Plan and analyzed in the General Plan EIR, implementation of the

proposed project would not result in any new or altered cumulative impacts beyond those addressed in the General Plan EIR.

The analysis in the attached CEQA Environmental Checklist demonstrates that there are no site-specific or peculiar impacts associated with the project, and as applicable identifies uniformly applied standards and policies that would be applied to the project. The project requirements identified in the attached environmental analysis include requirements that must be implemented by the proposed project in order to ensure that any site-specific impacts or construction-related impacts are reduced to a less-than-significant level.

STRATEGIC PLAN

While required by State law, the Housing Element also relates to the City's Quality of Life Strategy, Goal Number 4: Increase local affordable housing supply.

ACTION REQUESTED OF THE CITY COUNCIL

The City of Tracy Planning Commission recommends that the City Council hold a public hearing and introduce the Small Lot Residential Zone Ordinance (ZA25-0001), introduce the Triway rezoning ordinance (R24-0001), and adopt a resolution approving the Vesting Tentative Subdivision Map (TSM24-0001), and Development Review Permit (D24-0003).

Prepared by: Craig Hoffman, Senior Planner

Reviewed by: Scott Claar, Planning Manager

Forrest Ebbs, Community and Economic Development Director
Sara Castro, Finance Director
Andrew Shen, Interim City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Location Map
Attachment B – Proposed City Council Ordinance for Small Lot Residential (SLR) Zone
Exhibit 1 – Small Lot Residential Zone
Attachment C – Proposed City Council Ordinance for Triway Rezone
Exhibit 1 – Rezone from Light Industrial to Small Lot Residential
Attachment D – Environmental Checklist
Attachment E – Planning Commission Resolution No. 2025-013
Attachment F – Power Point Presentation

Item 3.A

Due to the size of the files, please click on the following links to access the staff report attachments and the proposed resolution exhibits for Item 3.A of the regular City Council meeting agenda for August 19, 2025:

3.A-Staff Report Attachments

3.A-Resolution Exhibits

You may also type the following URLs into your web browser:

3.A - Staff Report Attachments:

https://www.cityoftracy.org/home/showpublisheddocument/21111

3.A - Resolution Exhibits

https://www.cityoftracy.org/home/showpublisheddocument/21071

Please contact the City Clerk's Office at (209) 831-6105 with any questions.

APPROVED AS TO FORM

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2025-_____

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1. **APPROVING A VESTING TENTATIVE SUBDIVISION MAP FOR THE TRIWAY PROJECT CONSISTING OF 275 RESIDENTIAL LOTS AND SEVERAL COMMON AREA PARCELS;**
2. **APPROVING A DEVELOPMENT REVIEW PERMIT FOR THE TRIWAY PROJECT CONSISTING OF THE DEVELOPMENT OF 324 HOMES OF MIXED HOUSING TYPES; AND**
3. **DETERMINING THAT THIS PROJECT IS CATEGORICALLY EXEMPT FROM CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15183, PROJECTS CONSISTENT WITH THE CERTIFIED TRACY GENERAL PLAN ENVIRONMENTAL IMPACT REPORT.**

WHEREAS, the project applicant submitted an application for the Triway project on March 1, 2024, including Rezone (R24-0001), Zoning Code Amendment (ZA25-0001), Vesting Tentative Subdivision Map (TSM24-0001), and Development Review Application (D24-0003); and

WHEREAS, the project site is a 22.6 acre site located at 200 Valpico Road (APNs: 246-130-03, -04, -05, and -06); and

WHEREAS, the project site has a General Plan land Use designation of Residential High; and

WHEREAS, the project site has a Zoning designation of Light Industrial; and

WHEREAS, the property needs a rezone for the General Plan land use and zoning of the project site to be consistent; and

WHEREAS, the General Plan land use designations provide for the adoption of a wide range of residential zoning designations to implement the community vision and provide for various housing opportunities; and

WHEREAS, the 2023-2031 Housing Element anticipates a range of housing options for the community that includes low, medium and high density housing; and

WHEREAS, development trends in California, San Joaquin County and the City of Tracy has become focused on small lot developments to provide for a more affordable housing option; and

WHEREAS, the Small Lot Residential (SLR) Zone classification is designed to provide for single-family dwellings, two-family dwellings, and multiple-family dwellings on small lots, and to be utilized in appropriate locations throughout the City; and

WHEREAS, the Small Lot Residential (SLR) Zone is consistent with direction from the State of California to offer more affordable housing options; and

WHEREAS, the proposed Vesting Tentative Subdivision Map for the Triway Project is consistent with the General Plan; and

WHEREAS, the proposed Vesting Tentative Subdivision Map for the Triway Project is consistent with the proposed Small Lot Residential (SLR) Zone; and

WHEREAS, the proposed Vesting Tentative Subdivision Map is consistent with the Tracy Municipal Code, Title 12, Subdivisions; and

WHEREAS, the site is physically suitable for the type of development and will be developed in accordance with City standards; and

WHEREAS, the Triway project layout, architecture and public space improvements have been reviewed against the City of Tracy Design Goals and Standards; and

WHEREAS, the Triway project is reviewed as a high-density single-family project to ensure consistency with single family and multifamily design standards. The variety of materials, colors and architectural features, combined with the overall site layout and housing variety makes this project consistent with the intent of the guidelines; and

WHEREAS, the proposed Triway Residential Project (Project) is consistent with the land use designations and development intensities assigned to the project site by the City of Tracy General Plan. Cumulative impacts associated with development and buildout of the project site, as proposed, were fully addressed in the City of Tracy General Plan EIR (SCH# 2008092006); and

WHEREAS, the proposed Triway project is consistent with the land use designation and development intensity for the site identified in the General Plan and analyzed in the General Plan EIR, implementation of the proposed project would not result in any new or altered cumulative impacts beyond those addressed in the General Plan EIR; and

WHEREAS, the California Environmental Quality Act (CEQA) Guidelines Section 15183 allows a streamlined environmental review process for projects that are consistent with the densities established by existing zoning, community plan or general plan policies for which an EIR was certified; and

WHEREAS, the Planning Commission considered this matter at a duly noticed public hearing held on May 28, 2025, and voted to recommend that the City Council approve the Project; and

WHEREAS, the City Council considered this matter at a duly noticed public hearing held on July 1, 2025; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy determine that this project is categorically exempt from California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15183, projects consistent with the certified Tracy General Plan Environmental Impact Report (EIR). The proposed Triway Residential Project (Project) is consistent with the land use designations and development intensities assigned to the project site by the City of Tracy General Plan. Cumulative impacts associated with development and buildout of the project site, as proposed, were fully addressed in the City of Tracy General Plan EIR (SCH# 2008092006). Since the proposed project is consistent with the land use designation and development intensity for the site identified in the General Plan and analyzed in the General Plan EIR, implementation of the proposed project would not result in any new or altered cumulative impacts beyond those addressed in the General Plan EIR. The City Council hereby determines that none of the conditions or circumstances that would require preparation of a subsequent environmental document, pursuant to Section 15183 of the CEQA Guidelines, exist in connection with the proposed Triway project, and therefore, pursuant to Section 15183, no further environmental document is required; and be it

FURTHER RESOLVED: That based on the findings set forth in **Exhibit 1** hereto, the City Council hereby approves the Vesting Tentative Subdivision Map for the Triway Project (Application Number TSM24-0001), subject to the Conditions of Approval set forth in **Exhibit 2,** and the vesting tentative map in **Exhibit 3** hereto; provided, however, that the approval of this vesting tentative subdivision map shall not be effective until the first day following the effective date of the Ordinance approving the rezone of the project site from Light Industrial to Small Lot Residential (Application Number R24-0001), which itself relies on the Ordinance approving the creation of the Small Lot Residential zone becoming effective; and be it

FURTHER RESOLVED: That based on the findings set forth in **Exhibit 1** hereto, the City Council hereby approves the Development Review Application for the Triway Project (Application Number DR24-0003), subject to the Conditions of Approval set forth in **Exhibit 2** and the project Architecture and Landscape Plans in **Exhibit 4** hereto; provided, however, that the approval of this development review shall not be effective until the first day following the effective date of the Ordinance approving the rezone of the project site from Light Industrial to Small Lot Residential (Application Number R24-0001), which itself relies on the Ordinance approving the creation of the Small Lot Residential zone becoming effective.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 19th day of August 2025, by the following vote:

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

_____
DAN ARRIOLA
Mayor of the City of Tracy

ATTEST: _____
APRIL B. A. QUINTANILLA
City Clerk and Clerk of the Council of the City of Tracy
Date of Attestation: _____

Exhibit 1 – Findings to support approval of the Triway Project - Vesting Tentative Subdivision Map and Development Review Permit
Exhibit 2 – Conditions of Approval for Vesting Tentative Subdivision Map and Development Review Permit
Exhibit 3 – Vesting Tentative Subdivision Map
Exhibit 4 – Project Architecture and Landscape Plans

Item 3.A

Due to the size of the files, please click on the following links to access the staff report attachments and the proposed resolution exhibits for Item 3.A of the regular City Council meeting agenda for August 19, 2025:

3.A-Staff Report Attachments

3.A-Resolution Exhibits

You may also type the following URLs into your web browser:

3.A - Staff Report Attachments:

https://www.cityoftracy.org/home/showpublisheddocument/21111

3.A - Resolution Exhibits

https://www.cityoftracy.org/home/showpublisheddocument/21071

Please contact the City Clerk's Office at (209) 831-6105 with any questions.

Triway Project

August 19, 2025

Planning Commission Recommendation

(1) Approve a zoning text amendment adding Small Lot Residential (SLR) Zone to the Tracy Municipal Code.

(2) Approve a rezone of the project site from Light Industrial to Small Lot Residential (SLR) for four parcels totaling approximately 22.6 acres in size.

(3) Approve a vesting tentative subdivision map for 275 residential lots and several common area parcels.

(4) Approve a development review application for the development of 324 homes of mixed housing types.

(5) Determine that the zoning text amendment is exempt from (CEQA) pursuant to Guidelines Section 15061(b)(3) and the Triway project is exempt from CEQA pursuant to Guidelines Section 15183.

Triway Project - Location



TRACY

Think Inside the Triangle

Triway Project

The Triway project consists of 275 homes, in addition to 49 JADUs for a total of 324 residential units on a 22.6-acre property (12.2 dwelling units per acre net) centered around a neighborhood park that the developer will build and dedicate to the City.

The 275 new homes are configured in three styles: 96 semi-attached duet homes (ranging from approx. 1,598-2,101 SF) with 25 JADUs; 113 alley loaded homes (ranging from approx.1,592-2,115 SF); and 66 front loaded homes (ranging from approx.1,987-2,300 SF) with 24 JADUs.

General Plan

The property has a General Plan land use designation of Residential High (RH). The characteristic housing for the Residential High designation includes triplexes, fourplexes, town houses, apartments, and includes condominiums as an ownership type.

Densities in the Residential High designation range from 12.1 to 25 units per gross acre.

This property was previously an opportunity site in the 2015 to 2023 Housing Element.

It is a property that was intended to develop as a higher density site providing for housing that would be more affordable than conventional larger lot single family residential.

The property was not previously rezoned.

Rezone

The City is required to update the zoning code to reflect the current General Plan land use designation of Residential High (RH) by rezoning to the High Density Residential or comparable zoning designation.

The Triway Project is allowed under the HDR zoning standards in terms of use and density.

The project applicant and city staff have been working to craft a new zoning designation that is consistent with the proposed small lot development and is more consistent with the type and style of housing being developed currently.

This updated zoning designation will also support the 2023 – 2031 Housing Element and the direction from the State to provide more affordable housing options and housing product types.

Site Plan - Vesting Tentative Map



Vesting tentative map to create 275 residential lots and several common area parcels.

The project includes public roads which form a large loop around the newly proposed neighborhood park.

Private alleys, owned and maintained by the HOA, will provide garage access to homes while allowing for front doors along Valpico Road, the edges of the park, and common paseos (which are also owned and maintained by the HOA).

3.5 Acre Public Park



The project includes a public park with amenities including:

- Sport court (basketball/multi-use) with lighting.
- Covered large picnic area (10 picnic tables).
- 2-5 year-old playground with shade.
- 5-12 year-old playground with shade.
- Benches, drinking fountain(s), trash receptacles.
- Bike Parking

Development Review

The Triway project layout, architecture and public space improvements have been reviewed against the City of Tracy Design Goals and Standards.

The applicant has utilized a property that was initially designated for apartments and created a higher density, for sale product that provides a more immediate housing opportunity for Tracy citizens to own a home.

The original design guidelines were adopted in 2002 and were focused on a more typical single-family design. This included large lots with single family housing and then a multifamily component.

Staff did not anticipate a smaller lot development that would become more popular because of land costs and housing affordability.

Development Review

The design guidelines provide direction on positive features and allow flexibility and creativity in design.

This flexibility allows staff to ensure that a project is consistent with the intent of the design guidelines.

For the Triway project staff is reviewing a high-density single-family project to ensure consistency with single family and multifamily design standards.

The variety of materials, colors and architectural features, combined with the overall site layout and housing variety makes this project consistent with the intent of the guidelines.

The small lot project layout creates villages that will provide for housing product variation.

The Devon



The Kinsley



TRACY

Think Inside the Triangle™

The Somerset



TRACY

Think Inside the Triangle™

View of Park



TRACY

Think Inside the Triangle™

CEQA

Determine that the zoning text amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

The Triway project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15183, projects consistent with the certified Tracy General Plan Environmental Impact Report.

The analysis in the CEQA Environmental Checklist demonstrates that there are no site-specific or peculiar impacts associated with the project, and as applicable identifies uniformly applied standards and policies that would be applied to the project.

Recommendation

The Triway project is consistent with the General Plan land use designation for the property and the type of housing that will create opportunities for more affordable home ownership for our community.

The Planning Commission recommended approval of the Zoning Code Amendment (ZA25-0001), Rezone (R24-0001), Vesting Tentative Subdivision Map (TSM24-0001), and Development Review Permit (D24-0003).

August 19, 2025

Agenda Item 3.B

RECOMMENDATION

Staff recommends that the City Council 1) conduct a Public Hearing and receive testimony regarding the renewal of the Downtown Tracy Community Benefit District, and 2) adopt a Resolution of Formation.

EXECUTIVE SUMMARY

The Downtown Tracy Community Benefit District (DTCBD) is a property and business improvement district (PBID) formed in 2009 and renewed in 2014. It provides special benefits for property and business improvements, maintenance, and activities under a District Management Plan (Plan) and is funded by the levying of a special assessment on properties within the PBID. The ballot process of a PBID begins with the mailing of ballots to all affected property owners and requires a 45-day voting period and a Public Hearing. If the weighted ballots returned to the City Clerk by the end of the Public Hearing do not have a majority protest, then the Council may adopt a Resolution of Formation. If adopted, the City of Tracy owns property within the proposed DTCBD area, accounting for approximately 13.46 percent of the proposed assessments, and an assessment of $39,815 per year with a maximum 5 percent increase annually.

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 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 initiated the renewal process.

To renew and expand (Attachment A – Proposed District Boundary Map) the DTCBD area, a written petition drive and adoption of a Resolution of Intent is required. The petition drive obtains signatures from the property owners in the proposed district who will pay more than 50 percent of the proposed assessments. The property owners within the proposed boundaries of the DTCBD reached the threshold and a Resolution of Intent to establish a PBID was adopted by Council on June 17, 2025, allowing for the ballot process to commence.

Pursuant to Government Code Section 53753, notices of the Resolution of Intent were mailed out to property owners on June 20, 2025. Each individualized notice included a ballot that identified their properties within the proposed district and the proposed assessment. The Plan (Attachment B – District Management Plan), a summary of procedures for the completion, return, and tabulation of the assessment ballots were included as well. The ballots contain a statement that the assessment shall not be levied if the ballots submitted in opposition to the assessment exceed the ballots submitted in favor of the assessment. The ballots are weighted according to the proportional financial obligation of the affected property.

ANALYSIS

The Public Hearing has been duly noticed to be conducted on August 19, 2025, at 7:00 p.m. or as soon thereafter as the matter may be heard in the Council Chambers of City Hall located at 333 Civic Center Plaza, Tracy, California. At the Public Hearing, any person shall be permitted to present oral or written testimony. All ballots may be submitted to the City Clerk until the close of Public Hearing. All ballots are to remain sealed until the tabulation of the ballots.

At the conclusion of the Public Hearing, the City Clerk shall tabulate the assessment ballots submitted in support of, or opposition to the proposed assessment. A majority protest exists if the assessment ballots submitted in opposition to the proposed assessment exceed the assessment ballots submitted in favor, weighing those assessment ballots by the amount of the proposed assessment to be imposed upon the identified parcel(s) for which each assessment ballot was submitted. If there is a major protest, the Council may not impose the assessment. If there is not majority protest, then Council may impose the assessment by adopting a Resolution of Formation.

Pursuant to Section 36625 of the Streets and Highways Code, the Resolution of Formation must contain the following:

a. A brief description of the proposed activities and improvements, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property within the District, a statement about whether bonds will be issued, and a description of the exterior boundaries of the proposed District; and
b. The number, date of adoption, and title of the resolution of intention; and
c. The time and place where the public hearing was held concerning the establishment of the District; and
d. A determination regarding any protests received. The City shall not establish the district or levy assessments if a majority protest was received; and
e. A statement that the properties or businesses in the District established by the resolution shall be subject to any amendments to this part; and
f. A statement that the improvement and activities to be provided in the District will be funded by the levy of the assessment; and
g. A finding that the property within the area of the District will be benefitted by the improvements and activities funded by the assessments to be levied.

Following the adoption of the Resolution of Formation, the City Clerk shall record a notice and an assessment diagram pursuant to Section 3114 of the Streets and Highways Code. The adoption of the Resolution of Formation and recordation of the notice and map shall constitute the levy of an assessment in each of the fiscal years referred to in the Plan.

Should a majority protest not exist, and there is sufficient support to levy the assessments that the City Council adopt a Resolution of Formation to establish the formation of the DTCBD.

FISCAL IMPACT

If the PBID is renewed, there will be 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 for properties within the DTCBD. Staff requests appropriation of the full allocation to the Downtown PBID fund for fiscal year 2025-26 budget.

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 1) conduct a Public Hearing and receive testimony regarding the renewal of the Downtown Tracy Community Benefit District, and 2) adopt a Resolution of Formation.

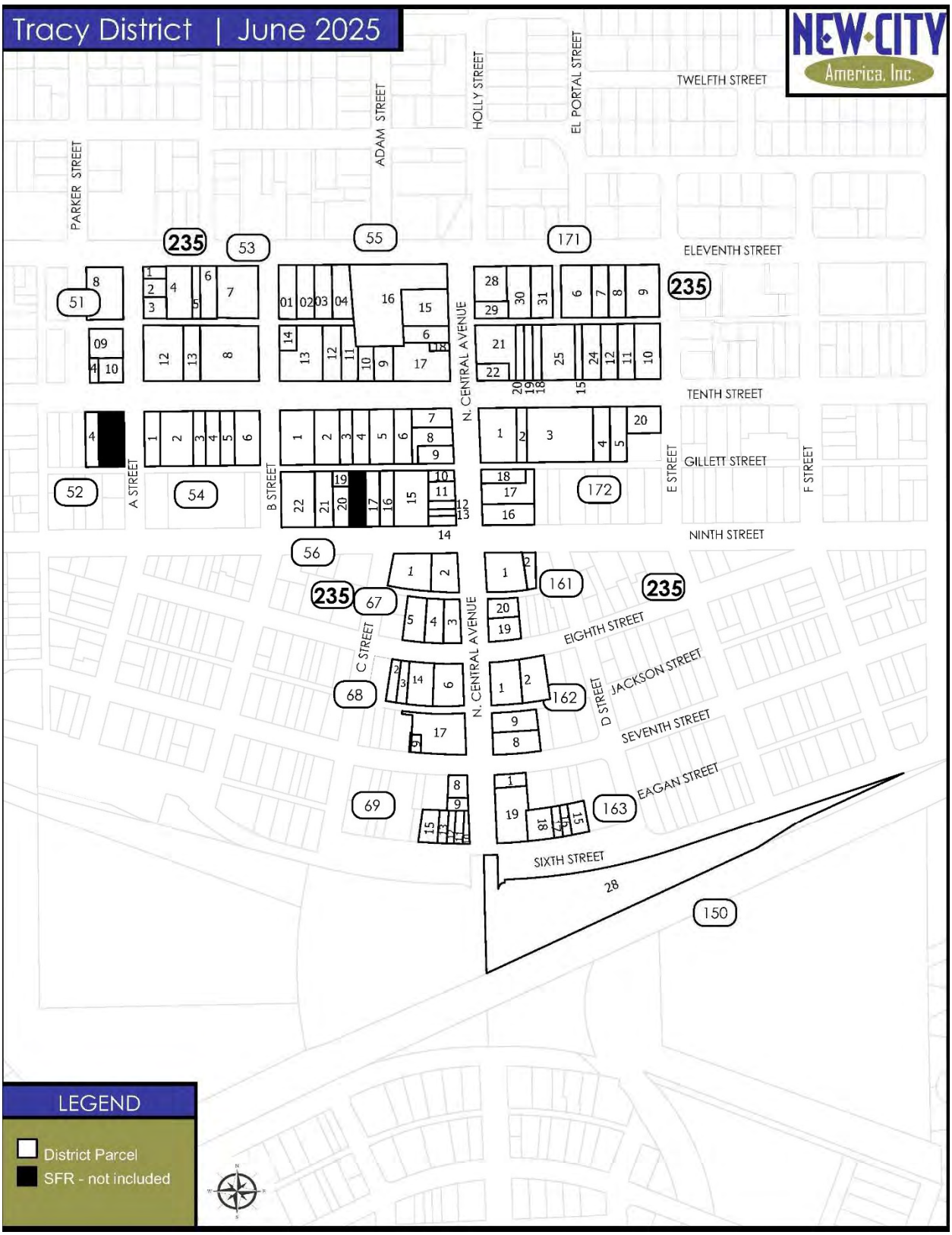
Prepared by: Alexandra Pineda, Economic Development Analyst
Jorge T. Barrera, JD, Economic Development Manager

Reviewed by: Forrest Ebbs, Director of Community and Economic Development
Sara Castro, Finance Director
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Proposed District Boundary Map
Attachment B – District Management Plan


Tracy District | June 2025
NEW CITY America, Inc.
PARKER STREET
ADAM STREET
HOLLY STREET
EL PORTAL STREET
TWELFTH STREET
ELEVENTH STREET
TENTH STREET
NINTH STREET
EIGHTH STREET
SEVENTH STREET
SIXTH STREET
A STREET
B STREET
C STREET
D STREET
E STREET
F STREET
N. CENTRAL AVENUE
GILLETT STREET
JACKSON STREET
EAGAN 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:

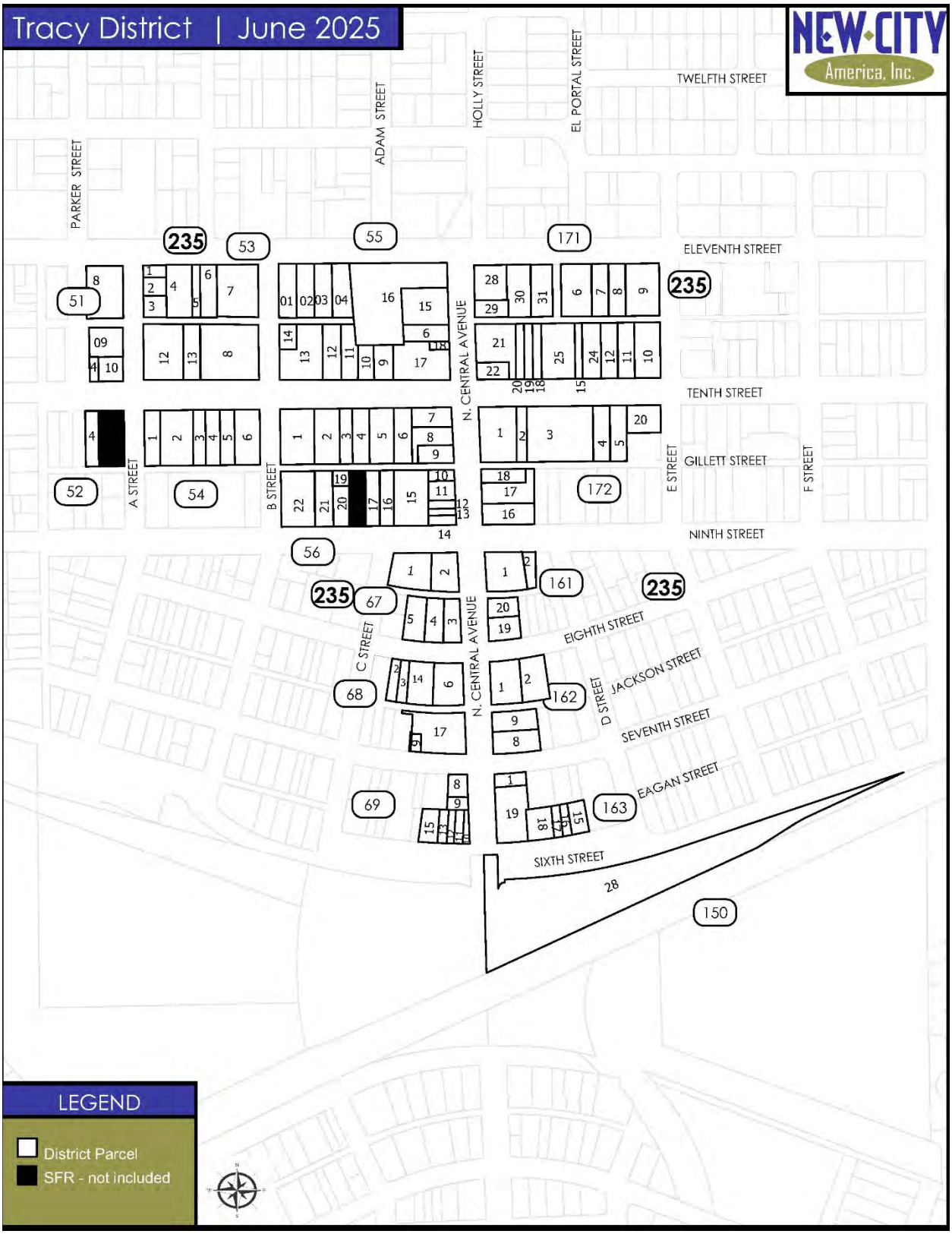
A list of all parcels included in the proposed established DTCBD is shown as Appendix 1, attached to this report identified by their respective San Joaquin County assessor parcel number. The boundary of the proposed renewed and expanded DTCBD is on the map on page 11 of this Report.

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
PARKER STREET
ADAM STREET
HOLLY STREET
EL PORTAL STREET
N. CENTRAL AVENUE
A STREET
B STREET
C STREET
D STREET
E STREET
F STREET
GILLETT STREET
JACKSON STREET
EAGAN STREET
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.

<u>Finding 2.</u> 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

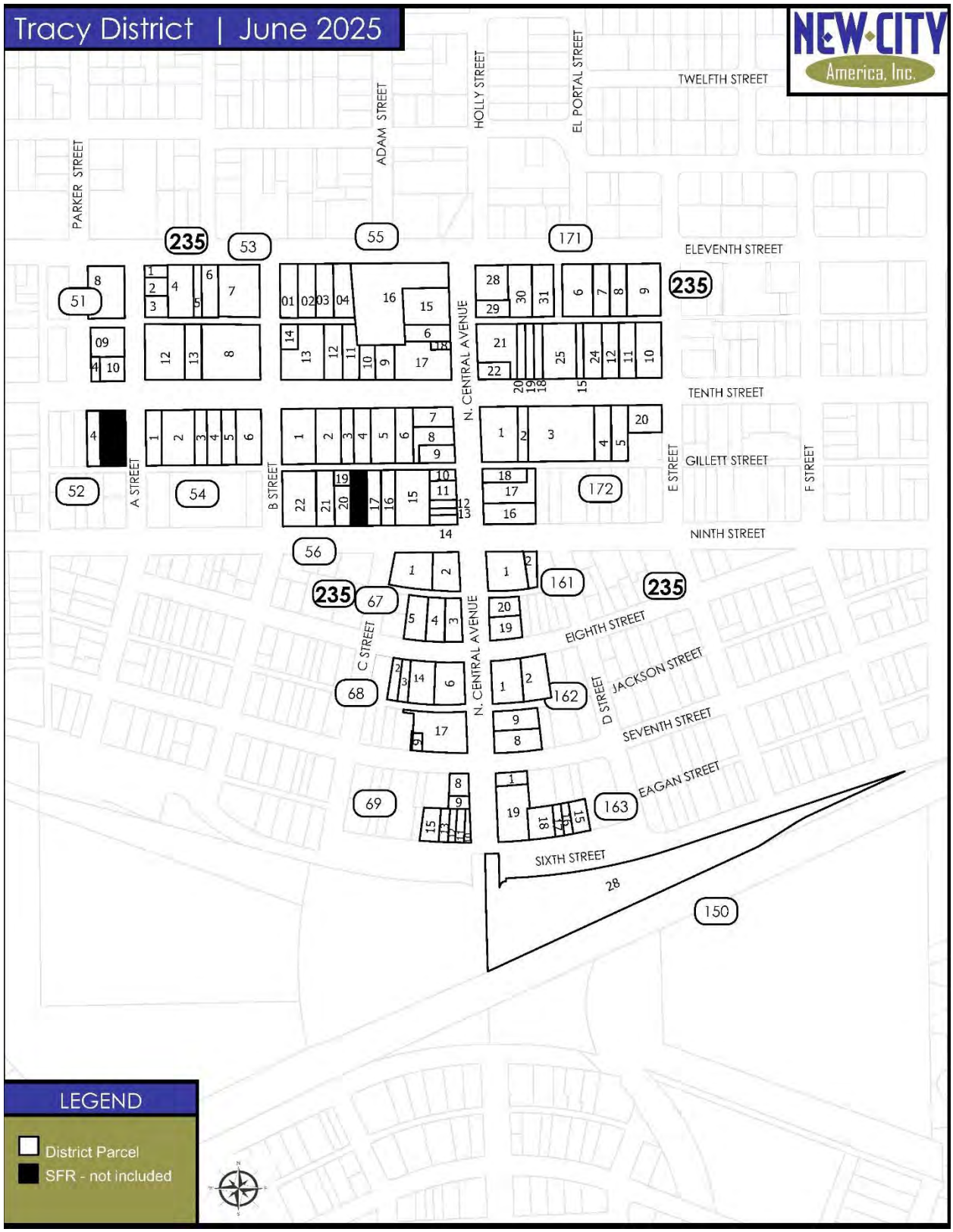
DTCBD
YR 1 – 2026
ASSESSMENT ROLL

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

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2025-____

RESOLUTION OF FORMATION APPROVING AND RENEWING THE DOWNTOWN TRACY COMMUNITY BENEFIT 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, a petition has been filed by property owners in Downtown Tracy's business community who will pay more than 50 percent of the total assessment to be levied, requesting the City Council to establish such a district to be named the Downtown Tracy Community Benefit District; and

WHEREAS, the City Petition shows the collective amount of the proposed assessments to be levied on Downtown properties owned by the City will be $39,815; and

WHEREAS, the improvements and activities of the District are based upon 4 general areas including: District Identity, Civil Sidewalks, Administration, and Contingency/Reserve; and

WHEREAS, the amount of the assessment for the District is $295,786.35; and

WHEREAS, the assessment will be levied upon property located within the District; and

WHEREAS, bonds will not be issued by the District; and

WHEREAS, the exterior boundaries of the District are described and illustrated in the Management District Plan (Exhibit 2) which is on file with the City Clerk and which is incorporated by reference as though fully set forth herein; and

WHEREAS, Resolution No. 2025-145, "Resolution of Intent of the City of Tracy Declaring its Intent to Renew and Expand a Property and Business Improvement District Known as the 'Downtown Tracy Community Benefit District' and Authorizing the City Manager to Sign the Ballot for City-Owned Property in Favor of Forming the District" was adopted on June 17, 2025; and

WHEREAS, a Public Hearing concerning the establishment of the District was held on August 19, 2025 at 7:00 p.m. or as soon thereafter as the matter could be heard in Council Chambers of City Hall located at 333 Civic Center Plaza, Tracy, California; and

WHEREAS, a majority protest was not received; and

WHEREAS, the properties in the District established by this resolution shall be subject to any amendments in Section 36625 of the Streets and Highway Code; and

WHEREAS, the activities and improvements to be provided in the District will be funded by the levy of the assessments; 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; and
2. The City Council hereby and determines that the property within the area of the District will be benefitted by the improvements and activities funded by the assessments proposed to be levied; and
3. The City Council hereby authorizes and directs the City Clerk to record a notice and assessment diagram pursuant to Section 3114 of the Streets and Highway Code; and
4. The City Council hereby finds and determines that the adoption of this resolution of formation and recordation of the notice and map by the City Clerk shall constitute the levy of an assessment in each of the fiscal years referred to in the District Management Plan; and
5. The City Council hereby authorizes and directs the City Manager, or their designee, to perform any and all financial actions necessary, such as, but not limited to, creating accounting lines, making budget adjustments, recording transactions, to record activity associated with implementing and/or forming the District, and any and all documents and/or amendments; and
6. This Resolution shall take effect immediately upon adoption.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 19th of August 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

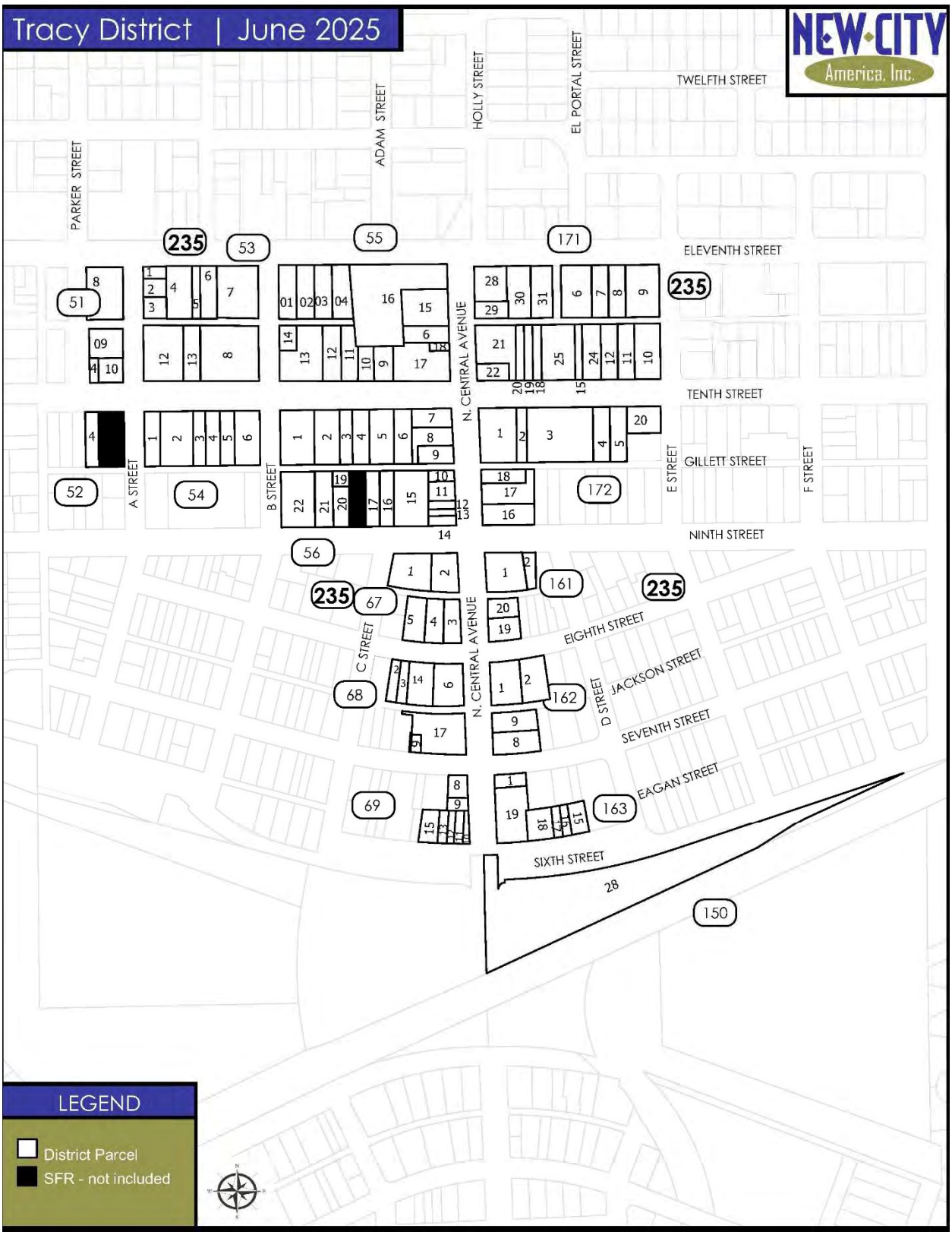

Tracy District | June 2025
NEW CITY America, Inc.
TWELFTH STREET
ELEVENTH STREET
TENTH STREET
NINTH STREET
EIGHTH STREET
SEVENTH STREET
SIXTH STREET
JACKSON STREET
GILLETT STREET
EAGAN STREET
PARKER STREET
ADAM STREET
HOLLY STREET
EL PORTAL STREET
N. CENTRAL AVENUE
A STREET
B STREET
C STREET
D STREET
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

Exhibit 2

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:

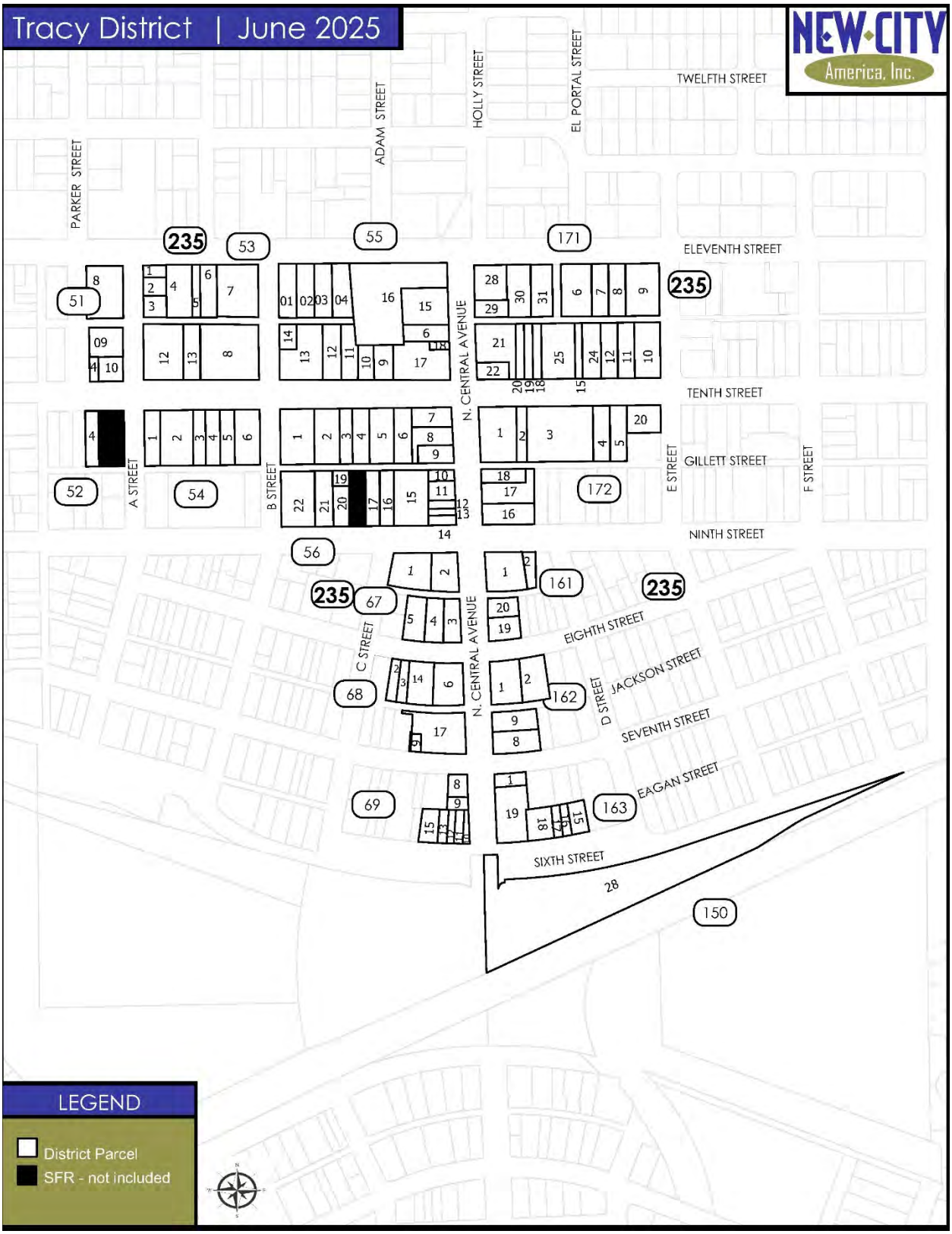
A list of all parcels included in the proposed established DTCBD is shown as Appendix 1, attached to this report identified by their respective San Joaquin County assessor parcel number. The boundary of the proposed renewed and expanded DTCBD is on the map on page 11 of this Report.

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
PARKER STREET
ADAM STREET
HOLLY STREET
EL PORTAL STREET
N. CENTRAL AVENUE
A STREET
B STREET
C STREET
D STREET
E STREET
F STREET
GILLETT STREET
JACKSON STREET
EAGAN STREET
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.

<u>Finding 2.</u> 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

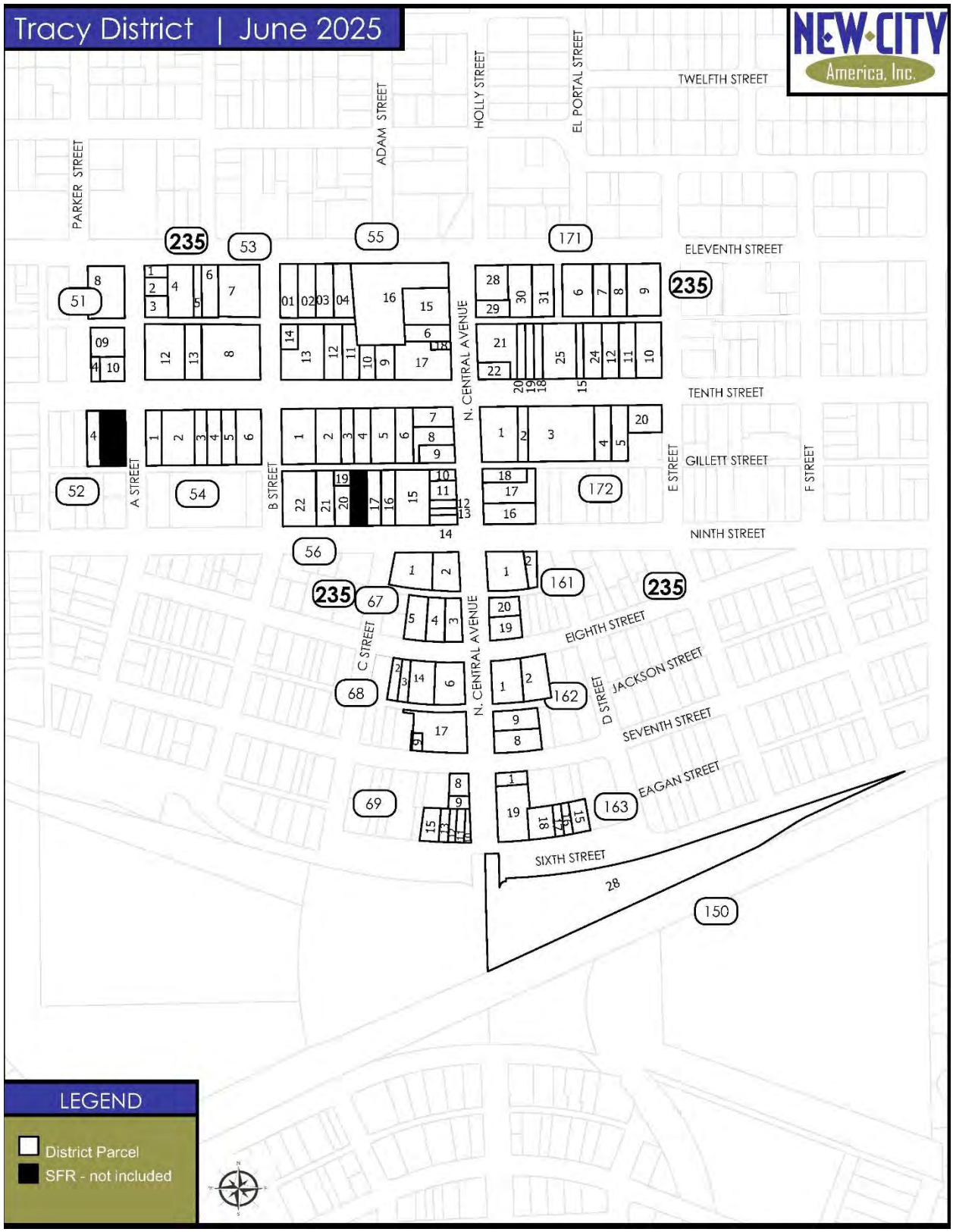
DTCBD
YR 1 – 2026
ASSESSMENT ROLL

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

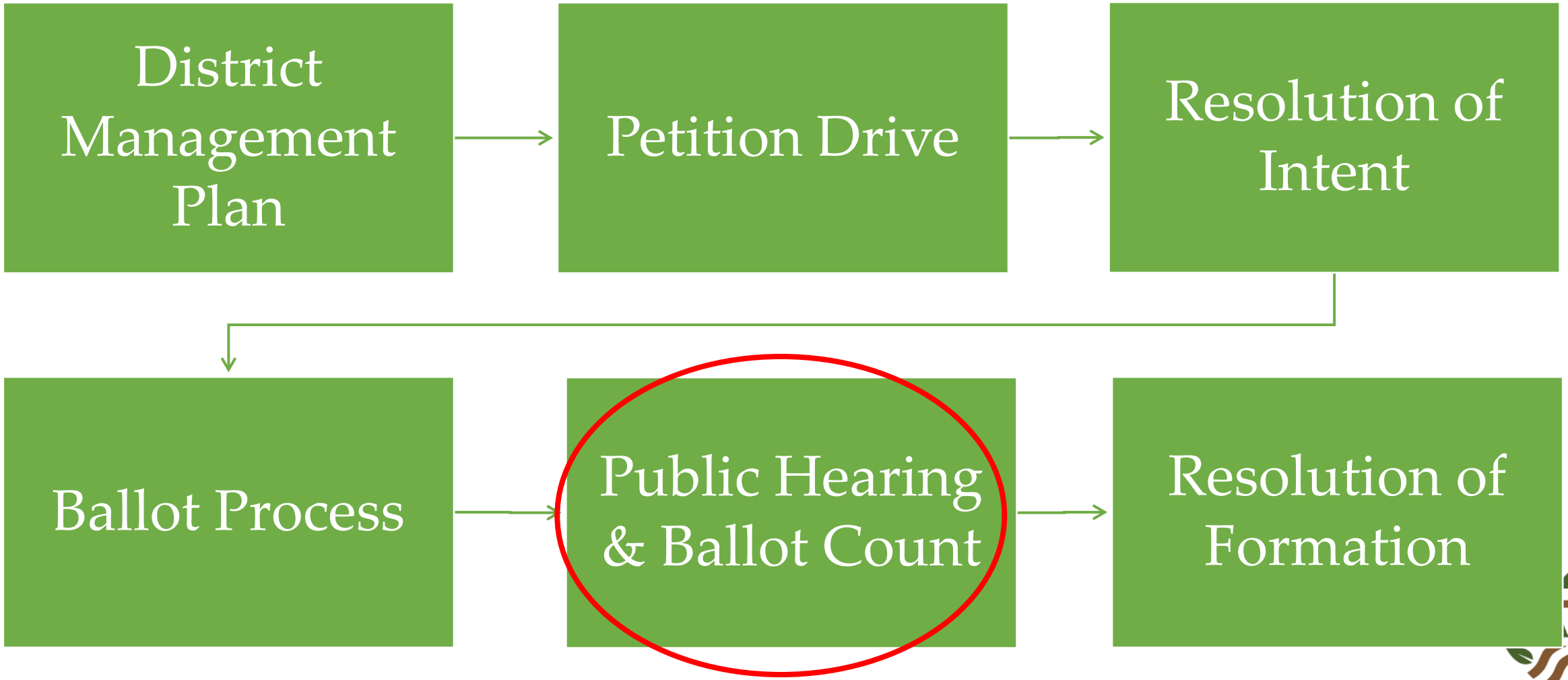
Public Hearing & Resolution of Formation of the Downtown Tracy Community Benefit District

August 19, 2025

Background

- 1994: PBID Law of 1994
- 2009: Downtown Tracy District formed
- 2014: District expanded and renewed
- 2025: Owner's association seeks expansion and renewal
  - Petition Drive
    - District Management Plan
    - Engineer's Report
    - Petition
  - Resolution of Intent – June 17, 2025
  - Ballots were sent out – June 20, 2025
    - Instructions
    - Ballot
    - Return Envelope
    - District Management Plan & Engineer's Report
    - Letter from Economic Development Manager, Jorge T. Barrera, J.D.
  - Public Hearing – August 19, 2025
    - Notices published July 25 and August 8

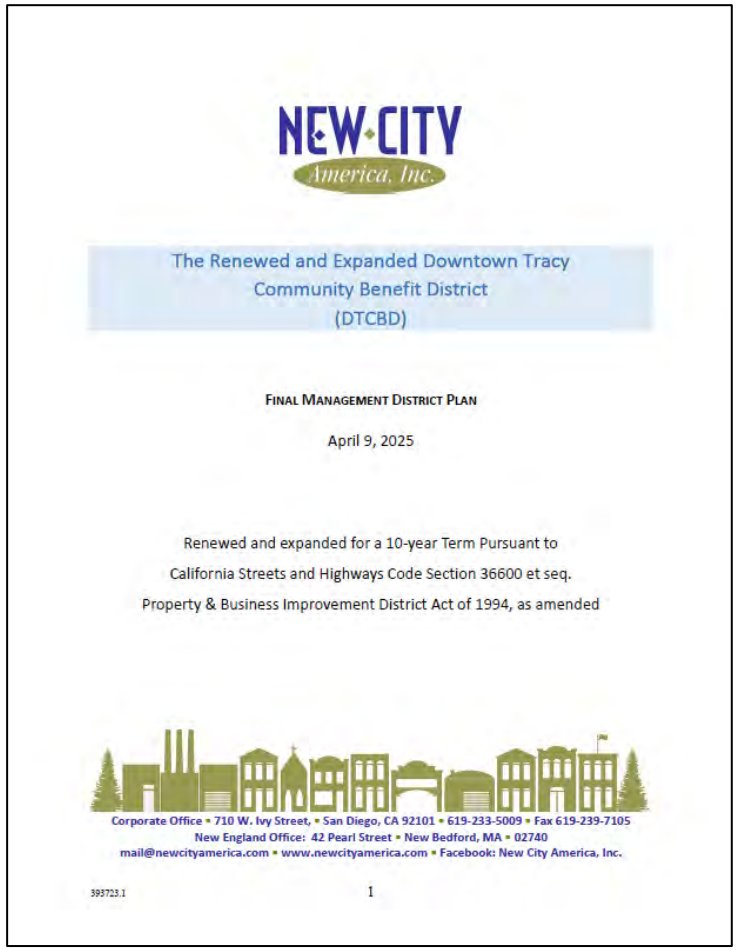
PBID Establishment



Think Inside the Triangle℠

District Management Plan

- Downtown Tracy Community Benefit District
- 118 parcels and 70 owners
- 10-year renewal
- Expanded boundary
- Assessment revenue: $295,786.35
- Special Benefit Categories
  - District Identity
  - Civil Sidewalks
  - Administration
  - Contingency



NEW CITY America, Inc.

The Renewed and Expanded Downtown Tracy Community Benefit District (DTCBD)

FINAL MANAGEMENT DISTRICT PLAN

April 9, 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.

393723.1 1

TRACY
Think Inside the Triangle™

Special Benefit Categories

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 expenses, financial reporting, etc.
Contingency	5%	To account for uncollected assessments.	Held as a reserve.

Resolution of Formation

- Public Hearing
- Tabulation of the ballots by the City Clerk
- Adoption of the Resolution of Formation
- City Clerk to record a notice and assessment diagram
- Levying of assessment begins in 2026

Recommendation

Staff recommends that the City Council:

1. Conduct a Public Hearing and receive testimony regarding the renewal of the Downtown Tracy Community Benefit District
2. Adopt a Resolution of Formation of the District
3. Appropriating the full allocation to the Downtown PBID fund for fiscal year 2025-26 budget

TRACY
Think Inside the Triangle™

August 19, 2025

Agenda Item 3.C

RECOMMENDATION

The City of Tracy Planning Commission recommends the City Council conduct a public hearing, and upon its conclusion, take the following actions:

1. **Adopt a resolution that (A) certifies an Environmental Impact Report (EIR) and adopts a mitigation monitoring and reporting program (MMRP), findings of fact and a statement of overriding considerations for the annexation and development of the Schulte Warehouse project, which consists of approximately 20.92 acres located at 16286 West Schulte Road and annexation, but not development, of an adjacent one-acre parcel located at 16310 West Schulte Road, (B) approves a Development Review Permit for 16286 West Schulte Road Property for construction of a 217,466 square foot industrial warehouse building, provided that the Development Review Permit will not be effective until the first day following the effective date of Local Agency Formation Commission's (LAFCo) approval of the annexation of the Property to the City, and (C) authorizes the City Manager to submit a petition to the San Joaquin County LAFCo to annex that certain 21.92 acres located at 16286 and 16310 West Schulte Road bearing Assessor's Parcel Numbers 209-230-25 and 209-230-26 (Combined Property) to the City of Tracy; and**

2. **Introduce and adopt an ordinance that approves the prezoning of the Combined Property to Light Industrial (M1).**

EXECUTIVE SUMMARY

This agenda item involves certifying an EIR, annexing approximately 21.92 acres into the City limits and pre-zoning both properties as Light Industrial (M-1) [16286 West Schulte Road, Assessor's Parcel Number (APN) 209-230-25 & 16310 West Schulte Road, Assessor's Parcel Number 209-230-26], and approving a Development Review Permit for construction of a 217,466 square foot industrial warehouse building located at 16286 West Schulte Road, Assessor's Parcel Number 209-230-25. The project is consistent with the General Plan land use designation of industrial, and, if all applications are approved, would allow for the construction of a small industrial building, currently in high demand in and around the City.

BACKGROUND AND LEGISLATIVE HISTORY

The property is within the City's General Plan Sphere of Influence (SOI), which is a long-range vision of future development and expansion of the City for lands that are not currently within the City limits. Property within the City's SOI can be pursued for annexation into the City limits. In 2019, LAFCo approved the City's Municipal Services Review for the SOI, which shows the Property is located within the ten-year planning horizon. LAFCo policies required ten and thirty-year "horizons" in an effort to plan for and evaluate upcoming development within the City's SOI.

When annexing property into the City, pre-zoning must be established to determine the zoning designation that will take effect upon approval of annexation by LAFCo. The proposed zoning for the site is Light Industrial which is consistent with the property's General Plan designation of Industrial. The proposed project meets all the zone standards for the Light Industrial zone.

ANNEXATION AND PRE-ZONING

The Project site is located within unincorporated San Joaquin County, adjacent to the southern boundary of the City and the Cordes Ranch Specific Plan area. The subject property is within the City's SOI, with a General Plan designation of Industrial. The applicants' proposal is to annex the subject property into the City Limits and assign it a zoning designation of Light Industrial. This zoning for the site would be consistent with the General Plan designation of Industrial and with all the adjacent properties to the north, similarly developed with warehouses. The surrounding properties also have an Industrial designation in the General Plan. In accordance with the City's General Plan policies, including Land Use Objective 2.3, the annexation and development of this acreage is consistent with the expansion of the City's industrial base. Annexation and development of the Project site is a logical extension of the City limits, has been planned as a part of the City's Sphere of Influence, and was included for infrastructure planning as a part of the City's Infrastructure Master Plans.

The project site itself is 20.92 acres; however, there is also a one-acre parcel adjacent to the site (at its northeast corner) that must be annexed to the City as well. The additional property means that the total annexation would be 21.92 acres. The one-acre parcel will not have any improvements as part of this project but is included as part of the proposed annexation area to create a logical boundary to the City limits along West Schulte Road. The adjacent property has an existing utility facility, which will not be modified.

ARCHITECTURE AND SITE DESIGN

The project includes the construction and operation of a 217,466 square foot warehouse building and its related site and landscape improvements solely on the Property located at 16286 West Schulte Road, APN 209-230-25. The project site is 20.92 acres and currently developed with various agricultural and rural residential structures, to be demolished prior to the development of the proposed project. The proposed warehouse design would be contemporary in style and would use a variety of massing, materials and color variation appropriate for the scale of the building. The building is comprised mostly of concrete tilt-up panels with reveals, painted grey, and white, with blue accents on the street-facing side of the building. It is also designed with varying parapet heights as well as storefront glazing and metal canopies for visual interest. The parapet walls are designed at a height to effectively screen any roof-mounted equipment, in compliance with the City's Design Goals and Standards.

Landscaping would be placed throughout the project site, with both decorative and canopy shade trees, shrubs and ground cover plantings concentrated along the West Schulte and Hansen Road frontages, as well as in the employee parking area located on the south side of the building.

The circulation system has been designed with two entrances and exits to the site, one at the northeast corner of the site, along West Schulte Road, and the second on the southwest corner of the site, on Hansen Road. The dock doors are located on the east side of the building, with additional trailer parking located along the eastern property line. The employee (auto) parking lot is located on the south side of the building. All City parking and circulation standards have been met or exceeded.

REQUIRED FINDING FOR PRE-ZONING

Tracy Municipal Code (TMC) Section 10.08.970 (Classification of newly annexed territory) provides that territory proposed for annexation to the City be prezoned in accordance with Article 29

(Amendments) of the TMC. Article 29 of the TMC, Section 10.08.3840, states that the Planning Commission must find that the approval or denial of an application to amend the zoning ordinance (such as the instant application for prezoning) is "necessary to carry out the general purposes" of the zoning ordinance and state the "facts and reasons" that support this finding. Staff recommends that the Planning Commission recommend that City Council make the finding as stated in the ordinance (Attachment C).

REQUIRED FINDINGS FOR THE DEVELOPMENT REVIEW PERMIT

Development Review Permits must meet the requirements set forth in Tracy Municipal Code (TMC) Article 30, including a noticed public hearing. Pursuant to TMC Section 10.08.3960, before approving a Development Review Permit, the reviewing body (in this case, the City Council) must review application materials and public comments submitted prior to or at the public hearing, and consider, among other things, the following several site-specific factors set forth in TMC 10.08.3960:

- general site considerations including height, bulk, and size of buildings;
- physical and architectural relationship with the existing and proposed structures;
- site layout, orientation, and location of the buildings and relationships with open areas and topography;
- location and type of landscaping;
- off-street parking areas;
- height, materials, colors and variations in boundary walls, fences, and screen plantings;
- appropriateness of exterior lighting; and
- appropriate City utilities, public infrastructure, circulation, and roadway access.

After consideration of the entire record, under TMC Section 10.08.3960, the reviewing body may approve the Development Review Permit if the facts on the record support the following findings:

(a) The proposal increases the quality of the project site, and enhances the property in a manner that therefore improves the property in relation to the surrounding area and the citizens of Tracy; and

(b) The proposal conforms to the Zoning Regulations of Tracy Municipal Code Chapter 10.08, the General Plan, any applicable specific plan, the City Design Goals and Standards, any applicable Infrastructure Master Plans, and other City regulations.

PUBLIC OUTREACH / INTEREST

Public Hearing notices were provided to the local paper, poster on the City website and provided to neighbors within a 300-foot radius. These noticing requirements were completed for both the Planning Commission and City Council. No one spoke in opposition to the project at the Planning Commission.

PLANNING COMMISSION ACTION

The Planning Commission held a duly noticed public hearing on July 23, 2025. The Commission considered and reviewed the staff report, project exhibits and recommended resolutions and ordinances. Based upon the information presented at the hearing, the Planning Commission, on a 4-0-1-0 vote, with one commissioner absent, recommended City Council approval of the Schulte Warehouse Project.

FISCAL IMPACT

The project applicant entered into a cost recovery agreement to pay for staff and consultant time to process the Schulte Warehouse project application. As part of the development of the project, the properties will annex into various Community Facility Districts to pay for the on-going operational costs to provide services including Police, Fire, streets maintenance, stormwater improvements and parks and landscaping costs. The resulting annexed properties also pay property tax and sales tax, if applicable, depending on the tenants.

CEQA DETERMINATION

The proposed Project is subject to the California Environmental Quality Act (CEQA), which prescribes the preparation of a project Environmental Impact Report (EIR) as described in CEQA Guidelines Section 15161. This type of EIR focuses primarily on the changes in the environment that would result from the development project. The EIR must examine all phases of the project including planning, construction, and operation.

On December 15, 2023, a Notice of Preparation (NOP) was published for the EIR, to solicit comments from responsible agencies, various City departments, and the public regarding what areas should be studied within the EIR. A scoping meeting for the NOP took place on January 9, 2024, after which the EIR analysis commenced. On August 30, 2024, the Notice of Availability of the Draft EIR was published for public review and comment, a public hearing to solicit comments was held on October 9, 2024, and the comment period closed on October 14, 2024. Based on the comments received on the EIR during the comment period, the City modified certain sections (Executive Summary, Introduction, Project Description, Air Quality, Greenhouse Gases, Climate Change and Energy, and Other CEQA- Related Topics) of the Draft EIR, and on March 21, 2025, the City published a Recirculated Draft EIR containing the modified sections. The comment period on the Recirculated Draft EIR closed on May 5, 2025. On June 18, 2025, the City published the Final EIR / Response to Comments (RTC Document) containing responses to all comments received on the Draft EIR and Recirculated Draft EIR, along with minor revisions to the Draft EIR documents based on the comments received. The RTC Document also includes a full timeline of the entire EIR process, and a record of all comments received on the Draft EIR and Recirculated Draft EIR. Together, the Draft EIR, the Recirculated Draft EIR, and the RTC Document comprise the Final EIR for the Project. The entire EIR can be found in Attachment B, Exhibit 1.

The analyses of potential environmental effects in the EIR results in the conclusion that some impacts of the proposed project are potentially significant and unavoidable. These include the following:

- Aesthetics and Visual Resources
- Agricultural Resources
- Transportation and Circulation
- Cumulative Impacts

The State Guidelines for CEQA provide that “no public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:

1. Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

2. Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

3. Specific economic, legal, social, technological or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR." (Guidelines, § 15091)

The required findings must be supported by substantial evidence in the record. CEQA requires that a lead agency (the City) balance the benefits of a project against its unavoidable environmental risk in determining whether to approve the project. If the lead agency determines that the "economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits," outweigh the unavoidable adverse effects, those effects may be considered acceptable pursuant to CEQA Guidelines Section 15093(a). If a lead agency intends to approve a project that may have significant and unavoidable adverse effects, it must state in writing the specific reasons for its approval, which reasons must be based on substantial evidence in the administrative record for the project. The lead agency's written reasons are referred to as a Statement of Overriding Considerations. These above-referenced findings and the Statement of Overriding Considerations are referred to herein as the "CEQA Findings", and can be found in Attachment B, Exhibit 2. In addition, as required by Section 15097 of CEQA's implementing regulations, the City has prepared a Mitigation Monitoring and Reporting Program (MMRP) to ensure that, if the Project is approved, the mitigation measures in the EIR will be implemented appropriately. The MMRP can be found in Exhibit 3 to the City Council Resolution.

Prepared by: Victoria Lombardo, Senior Planner

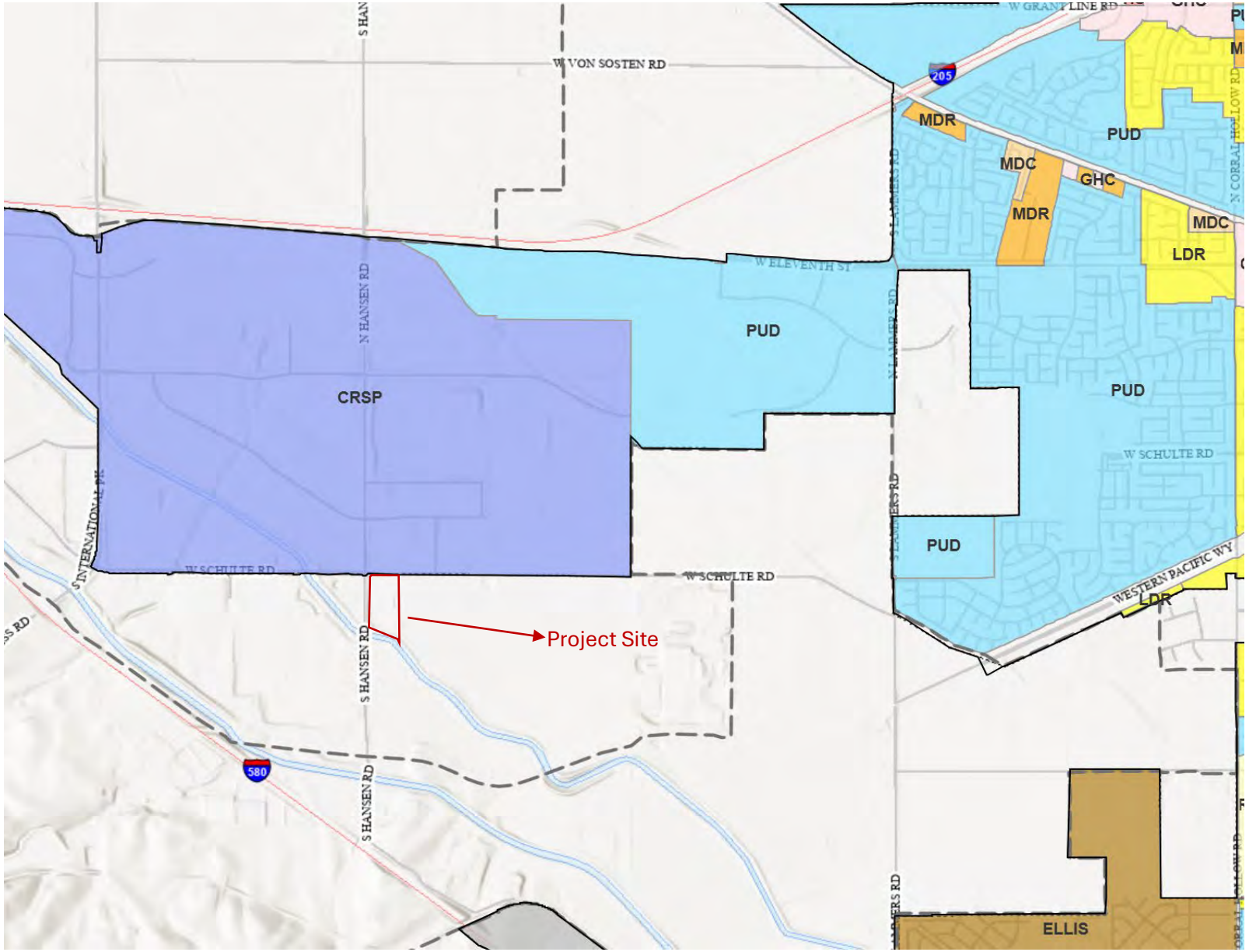
Reviewed by: Forrest Ebbs, Director of Community and Economic Development
Sara Castro, Director of Finance
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Location Map
Attachment B – City Council Ordinance for Prezoning
Exhibit 1 - Prezoning Findings

Attachment A



Attachment B

APPROVED AS TO FORM

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

ORDINANCE NO. _____

---

1) APPROVING THE PRE-ZONING OF THAT CERTAIN 20.92-ACRE PROPERTY LOCATED AT 16286 WEST SCHULTE ROAD BEARING ASSESSOR'S PARCEL NUMBER 209-230-25 AND THAT CERTAIN 1.0-ACRE PROPERTY LOCATED AT 16310 WEST SCHULTE ROAD BEARING ASSESSOR'S PARCEL NUMBER 209-230-26 TO LIGHT INDUSTRIAL (M-1); AND

2) DETERMINING THAT THE ACTIONS AUTHORIZED BY THIS ORDINANCE WERE ADEQUATELY EVALUATED BY THAT CERTAIN ENVIRONMENTAL IMPACT REPORT AND STATEMENT OF OVERRIDING CONSIDERATIONS CERTIFIED AND ADOPTED BY THE CITY COUNCIL ON SEPTEMBER 2, 2025, IN FULL COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

WHEREAS, on August 16, 2021, the City received applications from the owners of the Property asking the City to submit a petition to the San Joaquin Local Agency Formation Commission (LAFCo) to annex the two properties located at 16286 West Schulte Road, Assessor's Parcel Number 209-230-25 [20.92 acres] and 16310 West Schulte Road, Assessor's Parcel Number 209-230-26 [1 acre] ("Combined Property") to the City of Tracy, to prezone the Combined Property, to Light Industrial (M-1) pursuant to Tracy Municipal Code ("**TMC**") Section 10.08.970, and to approve a Development Review Permit for the subject development property located at 16286 West Schulte Road, Assessor's Parcel Number 209-230-25, ("Development Property") pursuant to Article 30 of Chapter 10.08 of the TMC (collectively, the "**Project**"); and

WHEREAS, the Combined Property is located within the City's Sphere of Influence ("**SOI**") and is designated for Industrial uses in the City's General Plan; and

WHEREAS, to support its processing of the applications, and pursuant to the requirements of CEQA, the City conducted an environmental analysis of the proposed Project, resulting in the completion of an Environmental Impact Report bearing State Clearinghouse Number 2023120437 (the "**EIR**"); and

WHEREAS, based on the analyses in the EIR, and pursuant to Sections 15091 and 15093 of CEQA's implementing regulations (14 Cal. Code Regs. §§ 15000—15387) (the "**CEQA Guidelines**"), the City prepared certain findings and a statement of overriding considerations (together, the "**CEQA Findings**") (**Exhibit 2**) and also prepared a Mitigation Monitoring and Reporting Plan (the **"MMRP**") (**Exhibit 3**) pursuant to Section 15097 of the

CEQA Guidelines; and

WHEREAS, on July 23, 2025, the City's Planning Commission held a public hearing to review and consider the Project applications and all materials and evidence relating to the Project applications, including the EIR, the CEQA Findings, the Statement of Overriding Considerations, and the MMRP, and voted to recommend that the City Council certify the EIR and approve the Project; and

WHEREAS, on September 2, 2025, the City Council held a duly-noticed public hearing to review and consider the Project applications and all materials and evidence relating to the Project applications, including the EIR, the CEQA Findings, the Statement of Overriding Considerations, and the MMRP.

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

SECTION 1 RECITALS. The City Council 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 COMPLIANCE. The City Council hereby finds that the actions authorized by this Ordinance were adequately evaluated by the EIR for the Project certified by the City Council on September 2, 2025, and that the City Council's certification of the EIR, adoption of the CEQA Findings and Statement of Overriding Considerations, and adoption of the MMRP, by City Council Resolution No. 2025-_____, constitute the City's full and complete compliance with the requirements of CEQA for the Project.

SECTION 3 PREZONING. Based on the findings set forth in **Exhibit 1** hereto, the City Council hereby approves the application to, and hereby does, prezone the Combined Property located at 16286 West Schulte Road, Assessor's Parcel Number 209-230-25 [20.92 acres] and 16310 West Schulte Road, Assessor's Parcel Number 209-230-26 [1 acre] as Light Industrial (M-1), as set forth in Article 20 of Chapter 10.08 of the TMC. The City's zoning map is hereby amended to show the Combined Property designated as Light Industrial (M-1).

SECTION 4 SEVERABILITY. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional.

SECTION 5 EFFECTIVE DATE. This Ordinance shall become effective upon the thirtieth (30th) day after final adoption.

SECTION 6 PUBLICATION. The City Clerk is directed to publish this Ordinance in a manner required by law.

SECTION 7 CODIFICATION. This Ordinance shall not be codified in the Tracy Municipal Code.

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

The foregoing Ordinance _____ was introduced at a regular meeting of the Tracy City Council on the 19th day of August, 2025, and finally adopted on the 2nd day of September, 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
Date of Attestation: _____

Exhibit 1 – Findings to Support Prezoning (TMC 10.08.970 and 10.08.3900)

Exhibit 1
to Ordinance

City of Tracy
Prezoning Findings
Application Number A/P19-0001
City Council – August 19, 2025

Tracy Municipal Code ("TMC") Section 10.08.970 (Classification of newly annexed territory) provides that territory proposed for annexation to the City be prezoned in accordance with Article 29 (Amendments) of the TMC. Article 29 of the TMC, Section 10.08.3840, states that the Planning Commission must find that the approval or denial of an application to amend the zoning ordinance (such as the instant application for prezoning) is "necessary to carry out the general purposes" of the zoning ordinance, and state the "facts and reasons" that support this finding. The Planning Commission considered this matter on July 23, 2025, and recommended that the City Council make the following finding:

> The approval of the prezoning of the Combined Property to Light Industrial as set forth in Section 10.08.3022 of the Tracy Municipal Code is necessary to carry out the City's General Plan policies and Zoning regulations, because adding the property to the Light Industrial zone will allow for its annexation and development consistent with the City's General Plan Industrial Designation, the Sphere of Influence Plan approved by the San Joaquin County LAFCo, and the City of Tracy's Infrastructure Master Plans.

The City Council conducted a duly noticed public hearing on August 19, 2025, and upon its conclusion, after considering all evidence in the record, makes the following finding:

> The approval of the prezoning of the Combined Property to Light Industrial as set forth in Section 10.08.3022 of the Tracy Municipal Code is necessary to carry out the City's General Plan policies and Zoning regulations, because adding the property to the Light Industrial zone will allow for its annexation and development consistent with the City's General Plan Industrial Designation, the Sphere of Influence Plan approved by the San Joaquin County LAFCo, and the City of Tracy's Infrastructure Master Plans.

APPROVED AS TO FORM

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2025-_____

---

1. **CERTIFYING AN ENVIRONMENTAL IMPACT REPORT, ADOPTING FINDINGS AND A STATEMENT OF OVERRIDING CONSIDERATIONS, AND ADOPTING A MITIGATION MONITORING AND REPORTING PLAN FOR THE ANNEXATION OF 21.92-ACRE PROPERTIES LOCATED AT 16286 AND 16310 WEST SCHULTE ROAD BEARING ASSESSOR'S PARCEL NUMBERS 209-230-25 AND 209-230-26, AND DEVELOPMENT OF AN INDUSTRIAL BUILDING ON A 20.92 ACRE PROPERTY LOCATED AT 16286 WEST SCHULTE ROAD BEARING ASSESSOR'S PARCEL NUMBER 209-230-25 , ALL IN ACCORDANCE WITH THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; AND**

2. **APPROVING A DEVELOPMENT REVIEW PERMIT FOR THAT CERTAIN DEVELOPMENT PROPERTY 20.92-ACRE PROPERTY LOCATED AT 16286 WEST SCHULTE ROAD BEARING ASSESSOR'S PARCEL NUMBER 209-230-25 TO TAKE EFFECT ON THE FIRST DAY FOLLOWING THE EFFECTIVE DATE OF THE SAN JOAQUIN COUNTY LOCAL AGENCY FORMATION COMMISSION'S APPROVAL OF THE ANNEXATION OF THE COMBINED PROPERTY TO THE CITY OF TRACY; AND**

3. **APPROVING THE SUBMITTAL OF A PETITION TO THE SAN JOAQUIN COUNTY LOCAL AGENCY FORMATION COMMISSION FOR THE ANNEXATION OF THE COMBINED PROPERTY TO THE CITY OF TRACY.**

WHEREAS, on August 16, 2021, the City received applications from the owners of the Property asking the City to submit a petition to LAFCo to annex the two properties located at 16286 West Schulte Road, Assessor's Parcel Number 209-230-25 [20.92 acres] and 16310 West Schulte Road, Assessor's Parcel Number 209-230-26 [1 acre] ("Combined Property") to the City of Tracy, to prezone the Combined Property to Light Industrial (M-1) pursuant to Tracy Municipal Code ("**TMC**") Section 10.08.970, and to approve a Development Review Permit for the subject development property located at 16286 West Schulte Road, Assessor's Parcel Number 209-230-25, ("Development Property") pursuant to Article 30 of Chapter 10.08 of the TMC (collectively, the "**Project**"); and

WHEREAS, the Combined Property is located within the City's Sphere of Influence ("**SOI**") and is designated for Industrial uses in the City's General Plan; and

WHEREAS, to support its processing of the applications, and pursuant to the requirements of CEQA, the City conducted an environmental analysis of the proposed Project, resulting in the completion of an Environmental Impact Report bearing State Clearinghouse Number 2023120437 (the "**EIR**") (**Exhibit 1**); and

WHEREAS, based on the analyses in the EIR, and pursuant to Sections 15091 and 15093 of CEQA's implementing regulations (14 Cal. Code Regs. §§ 15000—15387) (the "**CEQA Guidelines**"), the City prepared certain findings and a statement of overriding considerations (together, the "**CEQA Findings**") (**Exhibit 2**) and also prepared a Mitigation Monitoring and Reporting Plan (the **"MMRP**") (**Exhibit 3**) pursuant to Section 15097 of the CEQA Guidelines; and

WHEREAS, on July 23, 2025, the City's Planning Commission held a public hearing to review and consider the Project applications and all materials and evidence relating to the Project applications, including the EIR, the CEQA Findings, the Statement of Overriding Considerations, and the MMRP, and voted to recommend that the City Council certify the EIR and approve the Project; and

WHEREAS, on September 2, 2025, the City Council held a duly-noticed public hearing to review and consider the Project applications and all materials and evidence relating to the Project applications, including the EIR, the CEQA Findings, the Statement of Overriding Considerations, and the MMRP.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TRACY:

Section 1 RECITALS. The City Council 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 COMPLIANCE. The City Council, based on its independent judgment and analysis, has reviewed and considered the proposed Project and determined, based on the whole record before it, including the EIR, that the proposed Project will have a significant effect on the environment, and hereby makes the CEQA Findings, including approval of a Statement of Overriding Considerations, as set forth in Exhibit 2, and hereby certifies the EIR as set forth in Exhibit 1, and hereby adopts the MMRP as set forth in Exhibit 3, in full compliance with the requirements of CEQA for the Project.

Section 3 DEVELOPMENT REVIEW PERMIT AND EFFECTIVE DATE. Based on the findings set forth in **Exhibit 4** hereto, the City Council hereby approves Development Review Permit (D21-0020), which approval is subject to the applicant's full and complete compliance with the Conditions of Approval set forth in **Exhibit 5** hereto; provided, however, that the approval of this Development Review Permit shall not be effective until the first day following the effective date of LAFCo's approval of the annexation of the Combined Property to the City, such that the Development Property is subject to the land use jurisdiction of the City of Tracy. This approval shall also not take effect if the concurrently adopted Ordinance No. ____ approving the Combined Property's prezoning as Light Industrial (M-1) does not take effect.

Section 4 PETITION TO LAFCo. The City Council hereby grants the applicants' request to submit a petition to LAFCo to annex the Combined Property to the City of Tracy and directs the City Manager to prepare and submit said application.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 19th day of August 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

EXHIBITS

Exhibit 1 – EIR
Exhibit 2 – CEQA Findings
Exhibit 3 – MMRP
Exhibit 4 – Development Review Plan Set
Exhibit 5 – Findings to support approval of Development Review Permit
Exhibit 6 – Conditions of Approval for Development Review Permit

Item 3.C

Due to the size of the files, please click on the following links to access the proposed resolution exhibits for Item 3.C of the regular City Council meeting agenda for August 19, 2025:

3.C-Resolution Exhibit 1
3.C-Resolution Exhibit 2
3.C-Resolution Exhibit 3
3.C-Resolution Exhibit 4
3.C-Resolution Exhibit 5
3.C-Resolution Exhibit 6

You may also type the following URLs into your web browser:

Exhibit 1:
https://www.cityoftracy.org/home/showpublisheddocument/21075/638907032220548931

Exhibit 2:
https://www.cityoftracy.org/home/showpublisheddocument/21077/638907032225705372

Exhibit 3:
https://www.cityoftracy.org/home/showpublisheddocument/21079/638907032234554778

Exhibit 4:
https://www.cityoftracy.org/home/showpublisheddocument/21081/638907032249802443

Exhibit 5:
https://www.cityoftracy.org/home/showpublisheddocument/21083/638907032254495073

Exhibit 6:
https://www.cityoftracy.org/home/showpublisheddocument/21085/638907032259890287

Please contact the City Clerk's Office at (209) 831-6105 with any questions.

August 19, 2025

Agenda Item 3.D

RECOMMENDATION

Staff recommends that the City Council provide direction on opposing the City Managers Sales Tax Working Group's proposed recommendations to change the allocation of the Bradley-Burns 1% sales tax on e-commerce transactions.

EXECUTIVE SUMMARY

The City of Tracy serves as a vital regional hub for distribution and logistics, generating thousands of jobs and substantial local sales tax revenue under the current point-of-sale allocation system. The Cal Cities City Managers Sales Tax Working Group has proposed reallocating Bradley-Burns sales tax revenue on e-commerce transactions with a 50/50 split between point-of-sale and destination jurisdictions.

This proposed change could reduce Tracy's sales tax revenues by 25% to 30%, an estimated $20 to $30 million annually, posing a significant threat to the City's General Fund and essential services such as public safety, infrastructure maintenance, and community programs. Additionally, a provision allowing for a 10% revenue adjustment introduces further fiscal uncertainty.

The proposal creates an inequitable situation where Tracy would continue to bear the full costs of logistics operations while receiving only half of the related tax revenues.

BACKGROUND AND LEGISLATIVE HISTORY

The Bradley-Burns Uniform Local Sales and Use Tax Law allocates 1% of the statewide sales tax to local jurisdictions. For e-commerce transactions, the local share is currently distributed based on the point-of-sale -- generally defined as the location of the retailer's business operations, such as distribution or fulfillment centers.

In 2021, the City of Tracy opposed a proposed Cal Cities Conference Resolution to shift Bradley Burns 1% Sales Tax from point-of-sale to 100% destination for e-commerce transactions. The Resolution Committee of Cal Cities ultimately rejected the proposed resolution, and the policy item was sent back to the Cal Cities Revenue and Taxation Committee for further discussion. In 2022, the Cal Cities Revenue and Taxation Committee formed the City Managers Working Group to develop policies for e-commerce sales tax.

The purpose of the Working Group was stated to be:

"To convene a diverse and representative group of California city officials dedicated to examining local government sales tax issues and providing recommendations that:

- *Equitable benefit California cities*
- *Further Fiscal Sustainability; and*
- *Strengthen the viability of the sales tax*"

In 2023, the Working Group drafted a New Equity Policy Statement for e-commerce. Adopted by the Cal Cities Board, the policy statement shifted from Bradley Burns Sales Tax on e-commerce from 100% destination to consideration of both destination and point-of-sale in e-commerce sales tax discussion.

In June 2024, the Working Group completed their recommendations for e-commerce Bradley Burns 1% Sales Tax, which are as follows:

- In State E-commerce:
    - Split 50% point-of-sale and 50% point-of-destination.
    - Allowance for plus/minus 10% for flexibility during drafting of bill.
    - Excludes business-to-business e-commerce and existing sales tax sharing agreements.
    - Five-year phase in period by the California Department of Tax and Fee Administration (CDTFA).

Out of State E-Commerce:

- 100% point-of-destination

ANALYSIS

The City of Tracy has positioned itself as a regional distribution and logistics hub, attracting major distribution and fulfillment operations that contribute substantially to local tax revenues under the current point-of-sale model. These centers have generated thousands of jobs for the community and contribute significantly to local and regional economic growth.

Tracy has invested in infrastructure improvements to accommodate the heavy truck and employee traffic associated with e-commerce operations. Many of these facilities operate 24/7, placing ongoing strain on City resources including public works, fire protection, code enforcement and policing.

The point-of-sale sales tax revenue generated by these centers has been a vital source of funding to help offset these burdens. Under the current tax structure, these revenues support millions of dollars of expenditures, such as:

- Public safety (Police and Fire)
- Road and infrastructure maintenance
- Parks and community services
- Economic development initiatives

Should the 50/50 split be enacted, the City of Tracy stands to lose 25% or greater of its sales tax allocation, or an estimated $20-30 million, annually, based on fiscal year 2025 data. This represents nearly 15% of our General Fund revenues, a reduction that would force the City to consider significant cuts to essential services, most notably in public safety, road maintenance and neighborhood services.

The proposal’s allowance of plus or minus a 10% adjustment adds uncertainty and increases the potential for up to a 60% sales tax revenue loss. This degree of fiscal uncertainty is untenable for fiscal sustainability.

The Working Group's proposal also creates a structural imbalance: while point-of-sale cities like Tracy continue to bear the full responsibility of the impacts of logistics operations, the point-of-sale cities would only receive half of the associated revenue, while destination cities, which bear none of the direct infrastructure or public safety costs, would receive an equal share of the sales tax.

Other cities with similar economic profiles—Eastvale, Beaumont, and Moreno Valley have submitted letters of opposition, stating that the proposed changes unfairly penalize jurisdictions that have made deliberate planning, infrastructure, and zoning decisions to support the state's logistics network.

Staff is concerned with the potential revenue loss and that the proposed model would disincentivize future economic development and infrastructure investments tied to e-commerce and distribution and believes that the City Council should consider joining these cities in opposing the recommendation.

FISCAL IMPACT

Although exact impacts are dependent on the final legislative or administrative approach, preliminary analysis suggests the City could face an estimated $20-30 million-dollar annual loss in Bradley-Burns sales tax revenue, which would have material consequences for the City's General Fund and service levels.

STRATEGIC PLAN

This item supports the Governance strategic priority, Goal 2: Ensure short and long-term fiscal health.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council provide direction on opposing the City Managers Sales Tax Working Group's proposed recommendations to change the allocation of the Bradley-Burns 1% sales tax on e-commerce transactions.

Submitted by: Sara Castro, Director of Finance

Reviewed by: Arturo M. Sanchez, Assistant City Manager
David Nefouse, City Attorney

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Draft letter of opposition
Attachment B – Letters of opposition from Beaumont, Eastvale, and Moreno Valley
Attachment C – Power Point Presentation: Oppose City Managers Sales Tax Working Group Recommendations

Attachment A

DRAFT

July xx, 2025

League of California Cities (Cal Cities)
1400 K Street, Suite 400
Sacramento, CA 95814

Subject: Opposition to the Cal Cities City Managers Department Sales Tax Working Group's Proposed Recommendations to Change the Allocation of the Bradley-Burns 1% Sales Tax on E-Commerce Transactions

Dear Carolyn Coleman, Executive Director and CEO, and Cal Cities Board Members,

On behalf of the City of Tracy, I am writing to express our strong opposition to the Sales Tax Working Group's recommendation to change the allocation of the Bradley-Burns 1% sales tax by implementing a 50/50 split between point-of-sale and destination jurisdictions for e-commerce transactions.

This proposed change would significantly impact Tracy's fiscal stability and unfairly penalize cities that have responsibly planned, made long-term investments, and continue to bear the full burden of supporting California's logistics and e-commerce infrastructure.

Over the past decade, Tracy has proactively positioned itself as a regional logistics and distribution hub. Through strategic planning, infrastructure investment, and forward-thinking economic development policies, we have attracted major employers and helped solidify Tracy's role as a critical link in the state's supply chain. These efforts have created thousands of jobs and contributed substantially to both the local and regional economies.

These gains, however, have come with substantial costs. Tracy has invested hundreds of millions of dollars in public infrastructure—widening roads, constructing freeway interchanges, improving traffic flow, and expanding public safety services—to support the 24/7 operations of high-impact e-commerce facilities. These operations place ongoing and increasing strain on public works, emergency services, code enforcement, and law enforcement.

Under the current point-of-sale model, local sales tax revenue from these facilities helps offset these costs and supports core City services, including:

- Public safety services, such as increased police and paramedic staffing in high-traffic industrial areas, as well as specialized equipment like ladder trucks needed for industrial fire response;
- Street repair and maintenance for roads subject to constant heavy truck traffic;
- Economic development efforts that attract and retain business investment and job creation;
- Traffic infrastructure and signal upgrades to ensure safety and mobility.

If the 50/50 revenue split is implemented, the City of Tracy stands to lose an estimated $20–30 million annually—approximately 15% of our General Fund, based on FY 2025 projections. This level of revenue loss would necessitate serious cuts to essential services, particularly in public safety, infrastructure maintenance, and neighborhood programs.

Equally concerning is the structural imbalance this proposal would create. Cities like Tracy, which directly absorb the impacts of logistics operations, would receive only half of the sales tax revenue they generate, while destination jurisdictions—who bear none of the related infrastructure or service costs—would receive an equal share. This is both inequitable and unsustainable, and it undermines the principles of fiscal responsibility, local control, and fairness in California's local revenue system.

In addition, the proposal would retroactively penalize cities that have made major economic development investments based on the current tax structure. It sends a discouraging message to municipalities and the private sector alike, undermining long-term planning and disincentivizing future investment in logistics, infrastructure, and commerce.

For these reasons, we respectfully urge Cal Cities to reject the proposed 50/50 revenue split and instead pursue a more equitable solution—one that fully considers the financial responsibilities borne by point-of-sale jurisdictions and supports the long-term viability of communities that have helped drive the growth of California's e-commerce economy.

The City of Tracy remains committed to working collaboratively on sustainable policy solutions and appreciates Cal Cities' continued leadership in advocating for the interests of local governments across the state.

Sincerely,

Dan Arriola
Mayor, City of Tracy

Attachment A

Cc:

City of Beaumont
City of Carson
City of Chino
City of Corona
City of Eastvale
City of Fontana
City of Fresno
City of Hayward
City of Irvine
City of Jurupa Valley
City of Lathrop
City of Manteca
City of Moreno Valley
City of Ontario
City of Oxnard
City of Patterson
City of Perris
City of Rancho Cucamonga
City of Redlands
City of Rialto
City of Richmond
City of Riverside
City of San Bernardino
City of San Diego
City of Shafter
City of Stockton
City of Turlock
City of Vacaville
City of Victorville
City of Visalia
County of San Bernardino
County of Riverside

April 15, 2025

League of California Cities (CalCities)
1400 K Street, Suite 400
Sacramento, CA 95814

Subject: Opposition to Proposed Sales Tax Sharing Changes – Protecting Beaumont's Financial Stability

Dear CalCities Board Members,

On behalf of the City of Beaumont, I write to express our strong opposition to the Sales Tax Working Group's proposed recommendations to alter the allocation of the Bradley-Burns 1% Sales Tax for e-commerce transactions.

The proposed 50/50 revenue split between the point-of-sale and destination cities would have a significantly detrimental impact on Beaumont's fiscal stability. Our city has strategically invested in becoming a regional logistics hub, attracting distribution and fulfillment centers through responsible long-term planning. These decisions were made with a clear understanding that the resulting point-of-sale tax revenues would offset the considerable infrastructure burdens associated with this type of development.

The City of Beaumont is liable for the infrastructure that supports e-commerce operations—this includes roads, bridges, interchanges, traffic signals, high truck volumes, and commercial traffic. The maintenance costs, unlike the proposed 50/50 revenue split, would not be shifted to the "destination" cities. To shift tax revenue away from the point of sales while ignoring all maintenance costs is not only inequitable but fundamentally flawed. We planned responsibly for the growth based on the current tax framework, and we are now being asked to absorb the costs without the revenue stream we were promised.

Based on FY2024 actuals, we estimate a loss of approximately $9.4 million annually should the 50/50 split be adopted. This would represent a significant blow to our ability to fund public safety, street repair, economic development, and core city services. The phased implementation period, while appreciated, does not negate the long-term structural deficit this proposal would impose on cities like Beaumont.

Furthermore, this change retroactively undermines the very incentive structure that encouraged cities to invest in job creation, infrastructure, and commerce. If these recommendations proceed, cities that acted responsibly and fostered economic growth will be punished for their foresight. This creates a chilling effect for future investment planning and sends a message that cities cannot rely on existing revenue frameworks when making long-term commitments to the community.

We strongly urge CalCities to reject this redistribution proposal and instead pursue policies that recognize the full financial responsibilities borne by point-of-sale cities. Any framework that ignores the cost of infrastructure maintenance while shifting revenue away is inherently inequitable and unsustainable.

We appreciate your ongoing advocacy and welcome the opportunity to work collaboratively on alternative solutions that uphold fiscal fairness and protect cities that have invested in California's economic engine.

Sincerely,

Mike Lara
Mayor, City of Beaumont

Cc:

City of Carson
City of Chino
City of Corona
City of Eastvale
City of Fontana
City of Fresno
City of Hayward
City of Irvine
City of Jurupa Valley
City of Lathrop
City of Manteca
City of Moreno Valley
City of Ontario
City of Oxnard
City of Patterson
City of Perris
City of Rancho Cucamonga
City of Redlands
City of Rialto
City of Richmond
City of Riverside
City of San Bernardino
City of San Diego
City of Shafter
City of Stockton
City of Tracy
City of Turlock
City of Vacaville
City of Victorville
City of Visalia
County of San Bernardino
County of Riverside

City Hall
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
951.413.3008
951.413.3760
www.moval.org

June 10, 2025

League of California Cities (CalCities)
1400 K Street, Suite 400
Sacramento, CA 95814

Subject: Opposition to the Cal Cities City Managers Department Sales Tax Working Group's Proposed Recommendations to Change the Allocation of the Bradley-Burns 1% Sales Tax on E-Commerce Transactions - Protecting Moreno Valley's Financial Stability

Dear Carolyn Coleman (Executive Director and CEO) and CalCities Board Members,

On behalf of the City of Moreno Valley, I am writing to express our strong opposition to the Sales Tax Working Group's proposed recommendation to alter the Bradley-Burns 1% sales tax allocation by implementing a 50/50 revenue split between point-of-sale and destination jurisdictions for e-commerce transactions.

This proposed shift would severely undermine Moreno Valley's fiscal stability and penalize cities that have planned responsibly, invested strategically, and assumed the full burden of supporting the state's logistics and e-commerce economy.

Over the past decade, Moreno Valley has deliberately positioned itself as a regional logistics and distribution hub. Through thoughtful planning, infrastructure investment, and strong economic development policies, we have successfully attracted major employers, including Amazon, Skechers, Aldi, Harbor Freight, Deckers, Walgreens, Procter and Gamble, Ross, and Lowe's, each operating large-scale fulfillment and distribution centers in our city. These developments have transformed Moreno Valley into a critical link in California's supply chain, generating over 35,000 jobs and contributing significantly to local and regional economic growth.

However, these benefits have come with considerable costs. Moreno Valley has invested hundreds of millions of dollars in infrastructure improvements, widening roads, building freeway interchanges, enhancing traffic flow, and increasing public safety services to accommodate the heavy truck and employee traffic associated with e-commerce operations. Many of these facilities operate 24/7, placing ongoing strain on city resources including public works, fire protection, code enforcement, and policing.

The point-of-sale sales tax revenue generated by these centers has been a vital source of funding to help offset these burdens. Under the current tax structure, these revenues support millions of dollars of expenditures such as:

Ulises Cabrera, Mayor | Elena Baca-Santa Cruz, Mayor Pro Tem | Ed Delgado, Councilmember | Cheylynda Barnard, Councilmember | Erlan Gonzalez, Councilmember

- Public safety services, including additional police officers and paramedic staffing in high-traffic industrial zones. Additionally, to appropriately safeguard our investments in industrial growth, it is imperative we invest in appropriate firefighting equipment such as the expensive ladder trucks.
- Street repair and maintenance, particularly for roadways affected by constant heavy truck traffic.
- Economic development initiatives that continue to attract businesses and create local employment.
- Traffic management and infrastructure improvements, including signal upgrades and intersection enhancements.

Should the proposed 50/50 split be enacted, Moreno Valley stands to lose approximately $15 million annually, based on FY2024 data. This represents nearly 10% of our General Fund revenues, a reduction that would force the City to consider significant cuts to essential services, most notably in public safety, road maintenance, and neighborhood services.

The proposal also creates a structural imbalance: while point-of-sale cities like Moreno Valley continue to bear the full responsibility for the impacts of logistics operations, they would receive only half of the associated revenue, while destination cities, which bear none of the direct infrastructure or public safety costs, would receive an equal share of the sales tax. This is inequitable, unsustainable, and fundamentally undermines the integrity of California's local revenue framework as well as Cal Cities spirit of maintaining local control.

Furthermore, the proposal would retroactively penalize cities that made long-term investments in economic development based on the existing tax structure. It disincentivizes future investment in large-scale commerce and erodes the trust between cities and the State when it comes to financial planning and infrastructure partnerships.

We respectfully urge CalCities to reject this proposal and advocate for a more balanced and equitable approach, one that reflects the real costs born by point-of-sale cities and preserves the fiscal viability of those communities that have supported California's e-commerce economy.

We remain committed to collaborating on fair and sustainable policy solutions and appreciate your ongoing efforts to protect the interests of California's municipalities.

Sincerely,



Ulises Cabrera, Mayor

Ulises Cabrera
Mayor

Elena Baca-Santa Cruz
Mayor Pro Tem

Ed Delgado
Councilmember

Cheylynda Barnard
Councilmember

Erlan Gonzalez
Councilmember

Cc:

City of Beaumont
City of Carson
City of Chino
City of Corona
City of Eastvale
City of Fontana
City of Fresno
City of Hayward
City of Irvine
City of Jurupa Valley
City of Lathrop
City of Manteca
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City of Rialto
City of Richmond
City of Riverside
City of San Bernardino
City of San Diego
City of Shafter
City of Stockton
City of Tracy
City of Turlock
City of Vacaville
City of Victorville
City of Visalia
County of San Bernardino
County of Riverside

Ulises Cabrera
Mayor

Elena Baca-Santa Cruz
Mayor Pro Tem

Ed Delgado
Councilmember

Cheylynda Barnard
Councilmember

Erlan Gonzalez
Councilmember

CITY OF EASTVALE
12363 Limonite Avenue | Suite 910 | Eastvale, CA 91752
951.361.0900

May 28, 2025

League of California Cities (CalCities)
1400 K Street, Suite 400
Sacramento, CA 95814

Subject: Opposition to Proposed E-Commerce Sales Tax Changes (Bradley Burns Sales Tax Reform)

Dear CalCities Board Members,

On behalf of the City of Eastvale, we write to express our strong opposition to the Sales Tax Working Group's proposed recommendations to alter the allocation of the Bradley-Burns 1% Sales Tax for e-commerce transactions.

The proposed 50/50 revenue split between the point-of-sale and destination cities would have a significantly detrimental impact on Eastvale's fiscal sustainability. Eastvale incorporated in 2010 and by 2011 lost a significant revenue stream when the state redistributed Vehicle License Fee revenue to special state law enforcement, which the city was not eligible for. Additionally, Eastvale has faced considerable land use constraints and limited commercial space. As a result, Eastvale made significant strategic investments in logistics and e-commerce infrastructure, which has allowed us to diversify our revenue base and fund essential city services.

Eastvale does not have the same volume of traditional retail as other cities due to its master-planned residential nature and limited commercial footprint. We have leaned into long-term economic development planning, including attracting major fulfillment and distribution centers that now serve as vital revenue generators. These developments were pursued with the understanding that point-of-sale tax revenues would help us meet the growing demands of a city that has doubled in population since incorporation in 2010.

Eastvale has taken on the infrastructure burdens and public safety costs that come with hosting high-volume e-commerce facilities that are not shared by destination cities. To now divert existing revenue away from cities that carry these burdens, without a corresponding shift in maintenance responsibility is inequitable and unsustainable.

The City Manager's Sales Tax Group's recommendations come at a time when e-commerce growth is plateauing and we are already seeing signs of volatility and decline in this sector. A revenue-sharing formula that removes significant revenue from point-of-sale cities like Eastvale

threatens our ability to provide core services such as public safety, infrastructure maintenance, and community development. Based on fiscal year 2025 actuals, staff estimates the proposed shift would result in the loss of tens of millions in annual revenues. We rely on these revenues to provide vital services to the community, but to also maintain our roads, manage high truck traffic volumes, and provide adequate traffic control infrastructure necessitated by fulfillment operations. Calculating the precise impact is difficult because access to e-commerce purchase data specific to Eastvale is unavailable, which makes projecting the quality of Eastvale's fiscal health difficult. However, the City would be unable to maintain a structurally balanced budget with any loss of e-commerce revenue.

The proposal's allowance for an additional plus or minus 10% adjustment adds uncertainty and increases the potential for up to a 60% revenue loss. This degree of fiscal unpredictability is untenable for responsible, forward-planning cities like Eastvale, especially as we continue to build a stable foundation for future residents and businesses.

From incorporation in 2010, Eastvale has provided services from a small storefront located in a shopping center. In addition, our public library is located in a shared high school campus library, where hours of operation are limited by the school district. The nearest sheriff substation is located in a neighboring city over a half hour drive from the city. This lack of appropriate resources severely impacts our ability to serve our residents and businesses effectively. The city committed substantial resources towards construction of a Civic Center, which will include a City Hall, Library, and Police Station. Any reduction to e-commerce revenue will limit the city's ability to finance the project and provide vital services to the community.

All cities in California created revenue structures that were specific to local service needs required by the community. Cities that responsibly built and fostered economic growth should not be targeted for their foresight. We respectfully urge CalCities to reject the current redistribution proposal and instead advocate for solutions that equitably reflect the costs borne by point-of-sale cities. A sustainable and fair framework must account for the infrastructure obligations and economic investments that support California's e-commerce economy.

We appreciate your ongoing advocacy and welcome the opportunity to work collaboratively on alternative solutions that uphold fiscal fairness and protect cities that have invested in California's economic engine.

Sincerely,

Mike McMinn
Mayor
Salex Tax-Ad Hoc Committee Member

Jocelyn Yow
Mayor Pro Tem
Salex Tax-Ad Hoc Committee Member

Attachment C

Oppose City Managers Sales Tax Working Group Recommendations

CITY COUNCIL

August 19, 2025

Background

- Bradley-Burns Uniform Local Sales and Use Tax law allocates 1% of the statewide sales tax to local jurisdictions.

- e-commerce transactions-Bradley-Burns is currently allocated based on the point-of-sale – typically fulfillment or distribution centers.

- This allocation model brings a substantial amount of sales tax revenue to the City because of the large e-commerce & logistics operations located in Tracy.

TRACY
Think Inside the Triangle™

History

2021	Tracy opposed Cal Cities Resolution for 100% destination-based allocation
2022	Cal Cities City Managers Sales Tax Working Group was formed
2023	New equity framework adopted
2025	Working group recommendation issued

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Think Inside the Triangle™

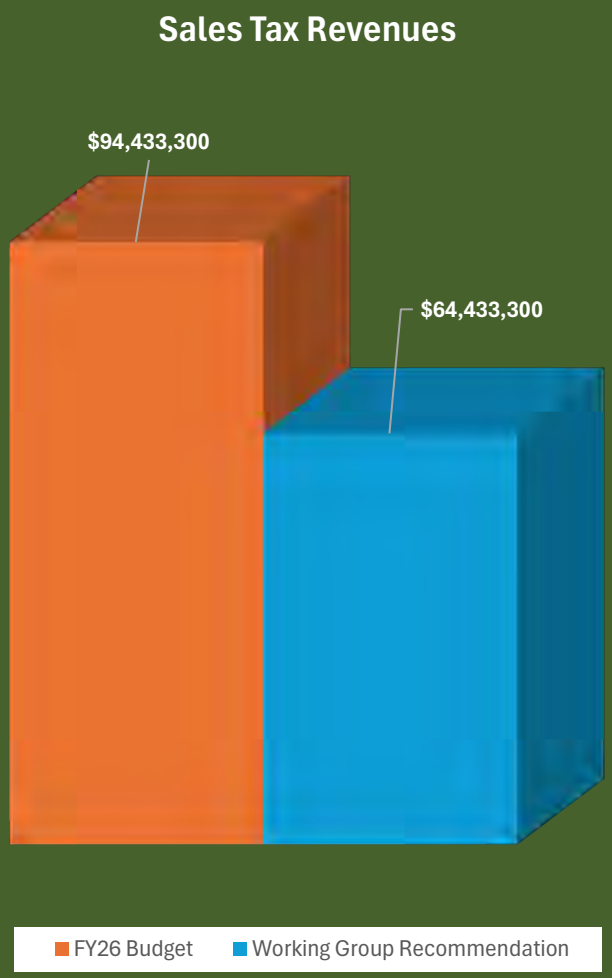
City Manager's Working Group Recommendations

- In State E-commerce:
  - Split 50% point-of-sale and 50% point-of-destination.
  - Allowance for plus/minus 10% for flexibility during drafting of bill.
  - Excludes business-to-business e-commerce and existing sales tax sharing agreements.
  - Five-year phase in period by the California Department of Tax and Fee Administration (CDTFA).

- Out of State E-Commerce:
- 100% point-of-destination

Impacts

- Should the 50/50 split be enacted, the City stands to lose 25% or greater of its sales tax allocation annually, estimated at $25-30M or 15% of the General Fund's revenue
- The inclusion of the +/-10% could increase impacts to a 60/40 split, adding more uncertainty to its full financial impact
- Threatens core services and fiscal sustainability



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Think Inside the Triangle™



Equity & Structural Concerns

- Would require Tracy to bear full infrastructure and service impacts for:
  - 24/7 operations
  - Traffic/roadways
  - Public safety
- Yet, only receive **40-50%** of the tax revenue
- Undermines future economic development
- Penalizes Cities that support logistics
  - Beaumont
  - Eastvale
  - Moreno Valley

TRACY

Think Inside the Triangle™



Action Recommended

- Letter of opposition to Cal Cities
- Align with Cities with similar economic makeup
- Advocate for a more balanced and equitable alternative

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Think Inside the Triangle™

Questions?

TRACY

Think Inside the Triangle™