TRACY CITY COUNCIL

REGULAR MEETING AGENDA

Tuesday, September 2, 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 2559 634 1453** 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 25596341453#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 28, 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 28, 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. Proclamation: Tracy Connects Day

2. Certificates of Recognition for Youth Athletes' Attendance at the Amateur Athletic Union of the United States, Inc. (AAU) Junior Olympics in Houston, Texas

3. Certificates of Recognition for Youth Athletes' Qualifying for the AAU Junior Olympics in Houston, Texas

4. Certificate of Recognition for Unites States Army Command Sergeant Major Lorenzo Souza

5. Certificates of Recognition for Enlistments to the United States Army, Air Force, and Marines

ORDER OF BUSINESS

1. CONSENT CALENDAR

1.A. Adoption of Minutes of the August 19, 2025, Special and Regular Meetings.

1.A - 08-19-2025 - 5 PM Special Meeting Minutes.pdf
1.A - 08-19-2025 - 7 PM Regular Meeting Minutes.pdf
1.A - 08-19-2025 - 8 PM Closed Session Meeting Minutes.pdf

1.B. Authorize the retroactive submission of an application for the Land and Water Conservation Fund (LWCF) grant for the city of Tracy's Nature Park Phase 1 Project and authorize the city manager, or designee, to accept the grant, if awarded.

1.B - Staff Report - LWCF Grant for Tracy Nature Park.pdf
1.B - Resolution - LWCF Grant for Tracy Nature Park.pdf

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

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

2. Approving a General Services Agreement with Yosso Group, Inc. (dba SPEC Play), for the replacement of playground netting/equipment at Lincoln Park for a total not-to-exceed amount of $74,045.70.

1.C - Staff Report - GSA w Yasso Group for the Lincoln Park Equipment.pdf
1.C - Resolution - GSA w Yasso Group for the Lincoln Park Equipment.pdf

1.D. Staff recommends that the City Council adopt a Resolution approving a General Services Agreement with Central Control Systems, Ltd., for on -call irrigation controller troubleshooting, repair, and replacement services as well as master valve troubleshooting and the provision and sale of master valves to the City for a not -to-exceed amount of $350,000 per fiscal year and authorizing the City Manager to grant up to four, one-year extensions.

1.D - Staff Report - GSA Central Control Systems.pdf
1.D - Resolution - GSA Central Control Systems.pdf

1.E. Staff recommends that the City Council adopt a resolution (1) accepting the construction improvements for Tracy Boulevard Sidewalk Gap Closure Improvements Project, Capital Improvement Project 73175, constructed by Franco Engineering, Inc., as complete, and (2) authorizing the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office, and (3) authorizing the City Engineer to release the Improvement Security and Retention payment in accordance with the Project Contract and Tracy Municipal Code Section 12.36.080, and (4) authorizing the Finance Department to close the Project.

1.E - Staff Report - Accept CIP 73175 Tracy Blvd. Sidewalk Gap Closure.pdf
1.E - Resolution - Accept CIP 73175 Tracy Blvd. Sidewalk Gap Closure.pdf

1.F. Staff recommends that the City Council, by resolution, (1) accept public improvements for Tract 3957, Tracy Hills Village 8A as complete, and assume responsibility for the future maintenance and repairs, (2) accept public improvements for Tract 3958, Tracy Hills Village 8B as complete, and assume responsibility for the future maintenance and repairs, (3) authorize the City Engineer to release the Developer furnished bonds in accordance with the Subdivision Improvement Agreements, and (4) authorize the City Clerk to file Notices of Completions with the San Joaquin County Recorder’s Office.

1.F - Staff Report - Acceptance Tracy Hills Villages 8A and 8B.pdf
1.F - Resolution - Acceptance Tracy Hills Villages 8A and 8B.pdf

1.G. Staff recommends that the City Council adopt a Resolution (1) accepting the Federal Aviation Administration’s (FAA) Airport Improvement Project Grant, in the amount of $307,148; (2) appropriating the full grant amount to Capital Improvement Project 77603 – Upgrade Airfield Guidance Signs and Taxiway Designations; and (3) appropriating an additional $16,165 to CIP 77603 to meet the grant’s requisite 5% match requirement.

1.G - Staff Report - Airport Airfield Guidance Signs Grant.pdf
1.G - Resolution - Airport Airfield Guidance Signs Grant.pdf

1.H. Staff recommends that the City Council adopt a resolution (1) awarding a construction contract to One Diversified, LLC, of Plano, Texas, in the amount of $627,958 for the Grand Theatre Audio Visual Upgrades, Phase 1, Capital Improvement Project 71119, and (2)authorizing the City Manager to approve change orders up to the contingency amount of $31,400; with an overall project not-to-exceed budget of $681,258.

1.H - Staff Report - Award Construction Contract One Diversified.pdf
1.H - Resolution - Award Construction Contract One Diversified.pdf

1.I. Staff recommends that the City Council adopt a resolution (1) accepting the construction improvements for the 370 and 384 W. Arbor Road Power Supply Project, included as part of Capital Improvement Project 71112, constructed by Bockmon and Woody Electric Company, Inc. as complete, and (2) authorizing the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office, and (3) authorizing the City Engineer to release the Improvement Security and Retention payment in accordance with the Project Contract and Tracy Municipal Code Section 12.36.080.

1.I - Staff Report - Acceptance of CIP 71112 Arbor Rd Power Supply.pdf
1.I - Resolution - Acceptance of CIP 71112 Arbor Rd Power Supply.pdf

1.J. Staff recommends that the City Council adopt a resolution (1) accepting public improvements for Tract 4157 Tracy Village Neighborhood 2A, Tract 4158 Tracy Village Neighborhood 2B, Tract 4159 Tracy Village Neighborhood 2C, Tract 4160 Tracy Village Neighborhood 3, and Tract 4161 Tracy Village Neighborhood 4 as complete and assuming all future operations and maintenance, (2) authorizing the City Engineer to release improvement security in accordance with the Subdivision Improvement Agreements, and (3) authorizing the City Clerk to file Notices of Completion for Tracts 4157, 4158, 4159, 4160, and 4161 with the San Joaquin County Recorder’s Office.

1.J - Staff Report - Tracy Village Acceptance 4157 - 4158 - 4159 - 4160 - 4161.pdf
1.J - Resolution - Tracy Village Acceptance 4157 - 4158 - 4159 - 4160 - 4161.pdf

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

1.L. Staff recommends that the City Council adopt an Ordinance:

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.

1.L - Staff Report - Ordinance 2nd Read -Schulte Warehouse.pdf
1.L - Ordinance - Schulte Warehouse.pdf

1.M. Staff recommends that the City Council adopt two (2) Ordinances:

Ordinance 1: 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.

Ordinance 2: Rezoning the Triway Project site from Light Industrial to Small Lot Residential for four parcels totaling Approximately 22.6 Acres in size.

1.M - Staff Report - Ordinances 2nd Read -Triway Project.pdf
1.M - Ordinance 1 - The Triway Project.pdf
1.M - Ordinance 2 - The Triway Project.pdf

1.N. Staff recommends that the City Council adopt a Resolution approving a Purchase Agreement for Goods, Commodities and Ancillary Services with NWN Corporation, utilizing State of California Department of General Services (DGS), California Department of Technology (CDT) and the National Association of State Procurement Officials (NASPO) Cooperative Purchasing Agreements in a not to exceed amount of $680,000 per calendar year and the term ending on September 30, 2029.

1.N - Staff Report - NWN Agreement.pdf
1.N - Resolution - NWN Agreement.pdf

1.O. Staff recommends that the City Council adopt a resolution (1) appropriating up to $343,000 from the South San Joaquin County Fire Authority into the Project budget for the Fire Training Facility at the NEI Reservoir, Capital Improvement Project 71109, and (2) authorizing the City Manager to execute a Funding Agreement with South San Joaquin County Fire Authority for supplemental funding for the project, and (3) amending the construction contingency amount from the existing not-to-exceed amount of $172,083 to a revised not-to-exceed amount of $515,083, and (4) authorizing the City Manager to approve change orders up to the revised contingency amount, if needed, and (5) approving a total not-to-exceed Project budget of $4,486,170.

1.O - Staff Report - Funding Agreement SSJCFA.pdf
1.O - Resolution - Funding Agreement SSJCFA.pdf

2. ITEMS FROM THE AUDIENCE

3. REGULAR AGENDA

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

1. Adopt a Resolution approving a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the approval of the I-205 Corridor Specific Plan Amendment and Development Review Permit for the construction of an approximately 52,000 square foot, 4-story, 107 room hotel, and an approximately 47,000 square foot, 4-story, 70 room hotel, and site improvements, located at 3055, 3095, 3125 N. Corral Hollow Road, Assessor's Parcel Numbers 212-260-07, -08, and -09 (Project) in accordance with the California Environmental Quality Act, based on the findings, pursuant to Public Resources Code sections § 21064.5 and 21080(c);

2. Introduce an Ordinance approving an amendment to the I-205 Corridor Specific Plan that (A) amends the Specific Plan boundary to include a 0.46-acre parcel located at 3055 N. Corral Hollow Road, Assessor's Parcel Number 212-260-09, (B) designates 3055 N. Corral Hollow Road, Assessor's Parcel Number 212-260-09 as General Commercial, and (C) increases the maximum floor area ratio requirement for hotels and motels from 0.6 to 1.0; and

3. Adopt a Resolution (A) approving a Development Review Permit for the construction of the project; and (B) approving a determination for a parking reduction of 20 percent pursuant to Tracy Municipal Code section 10.08.3470(e).

3.A - Staff Report - Avid Candlewood and Hilton Hotels.pdf
3.A - Resolution 1 - Avid Candlewood and Hilton Hotels.pdf
3.A - Resolution 2 - Avid Candlewood and Hilton Hotels.pdf
3.A - Presentation - Avid Candlewood and Hilton Hotels.pdf

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

1. Introduce an Ordinance (a) approving an amendment to the Tracy Hills Specific Plan related to the Tracy Hills Phase 1C project, including the addition of Appendix F – design guidelines for Tracy Hills Phase 1C project, modifications to Section 2 residential zoning standards, and an addition to Appendix D for public art and project branding, Application Number SPA22-0001; and (b) determining that the Tracy Hills Phase 1C project is consistent with the environmental impact report (EIR) that was certified by the City Council on April 5, 2016, for the Tracy Hills Specific Plan and therefore, pursuant to California Environmental Quality Act (CEQA) Guidelines Sections 15162 and 15168, no further environmental review is necessary; and

2. Adopt a resolution (a) approving a vesting tentative subdivision map for Tracy Hills Phase 1C to create 289 single-family residential lots and various other parcels on approximately 121.5 acres located north of I-580, south of the California Aqueduct, Assessor's Parcel Numbers 251-040-08 and 251-040-19, Application

Number TSM22-0001; and (b) determining that the Tracy Hills Phase 1C project is consistent with the EIR that was certified by the City Council on April 5, 2016, for the Tracy Hills Specific Plan and therefore, pursuant to CEQA Guidelines Sections 15162 and 15168, no further environmental review is necessary.

3.B - Staff Report - Tracy Hills 1C.pdf
3.B - Resolution - Tracy Hills 1C.pdf
3.B - Presentation - Tracy Hills 1C.pdf

3.C. Staff recommends that the City Council receive the annual report by the Measure V Residents' Oversight Committee presenting its findings regarding the use of Measure V funds.

3.C - Staff Report - Measure V Update.pdf
3.C - Presentation - Measure V Update.pdf

3.D. Staff recommends that City Council receive a presentation on the Tracy General Plan and provide direction to proceed with a comprehensive update of the General Plan.

3.D - Staff Report - General Plan Update.pdf
3.D - Presentation - General Plan Update.pdf

3.E. Discuss and consider whether the City Council would like to form an Ad-Hoc Sustainability Committee and consider the appointment of two (2) City Council members to form the committee.

3.E - Staff Report - Council Request for Ad-Hoc Committee.pdf

3.F. Adopt a resolution authorizing an appropriation of $780,134 from the General Fund to fund the City of Tracy's remaining 62.5% share of the revised $1,998,214 project cost for the South San Joaquin County Fire Authority's (SSJCFA) regional radio system upgrade.

3.F - Staff Report - Fire Radios.pdf
3.F - Resolution - Fire Radios.pdf

4. ITEMS FROM THE AUDIENCE

5. STAFF ITEMS

6. COUNCIL ITEMS

7. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

August 19, 2025, 5:00 p.m.

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

1. Mayor Arriola called the Meeting to order at 5:00 p.m.

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

3. Roll Call and Declaration of Conflicts – Council Members 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 Receive an informational presentation on the "Community Plans" for the development of an Aquatic Center in the City of Tracy.

Sandy Taylor, Roy Hawkins and Ann Langley, representatives with the Community Aquatic Taskforce Group presented the Community Plans.

Barry Long, Principal Designer Associate, and Steve Auterman, Consulting Principal, with Urban Design Associates; Michael Schommer and Steve Crocker with Water Technologies, Inc.; Amber Watson with Pro Fun; and Stuart Lumsden with Gleeds provided the presentation.

Todd Lieberg expressed concern because the item was not presented to the Parks and Community Services Commission and questioned the trustworthiness of Surland.

Lea Austin expressed support for the Community Plans that were presented and encouraged the City Council to bring this item back, conduct the necessary assessments, and move forward with the Community's vision.

Robert Tanner asked whether the costs were current regarding the state of the economy and expressed disagreement with the proposal to provide free passes to the park.

Rosario Arulappan expressed opposition to the Community Plans, noting that Surland missed the opportunity to build in 2018, and urged the City Council to move forward with the plan that was previously adopted.

A Community Member urged the City Council to stay with their decision to continue to work with G4 and the conceptual plan previously presented.

A Community Member urged the City Council to stay with the plan that they had selected in April; asked why the City Council was revisiting this item; and asked who will be building this project.

Pat Howell indicated that the City Council had already made a decision to move forward and urged the City Council not to stall and move forward with the plans that were presented in April.

Alice English expressed frustration regarding Surland; reminded the City Council that, in April 2025, a decision was made regarding the Aquatic Park; and urged the City Council to do the right thing for the residents of Tracy.

Richard English asked why this process has taken so long; shared that other cities have been able to build water parks; and asked why was this the first time that the City Council had seen the new proposal.

A Community Member shared that this item was already approved by the City Council in April.

A Community Member expressed opposition to the Community Plans and expressed support for the plan that was previously adopted.

Sandy Taylor shared that she believes that Surland is willing to donate the plans shown and the land and affirm their commitment to their financial obligation.

Jacob expressed opposition to the Community Plans.

Marsha McCray expressed support for the Community Plans, nothing that this plan meets standards, and urged the City Council to bring this item back to adopt and build the Community Plans.

Bhaskar expressed opposition to the Community Plans and urged the City Council to continue with the G4 concept.

Prasanta expressed that Surland could have completed this project; indicated that Surland has not built school in Ellis; and urged the City Council to move forward with the plan presented by G4.

Michel Bazinet expressed support for the Community Plans; shared that the Surland plan was the original plan; and expressed that staff did not have all the information to make a decision.

City Council Members provided comments and asked questions.

Action: Motion was made by Mayor Arriola to ask staff to return to City Council with an agenda item to provide a comparison between the Community Plan seen today and the City's current conceptual design with Group 4 and I would ask that that include the current status of each design, including the concepts and the construction documents, an estimated timeline for each project, side-by-side comparison of the amenities, cost estimates and the assumptions that underlie them, estimated annual operating costs including the entrance fees that were discussed, staffing needs for operations, contingencies for maintenance, the sustainable design elements included in each plan, the financing options, and the analysis regarding private versus public operators, all while the Group 4 plans continue.

Council Member Bedolla requested a friendly amendment to Mayor Arriola's motion to also include an analysis regarding free passes for equity however that may be.

Mayor Arriola accepted Council Member Bedolla's friendly amendment.

Council Member Bedolla seconded the motion as amended.

Roll call found Council Members Bedolla and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola in favor; Council Member Evans opposed; passed and so ordered.[1]

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

7. Adjournment: The Meeting adjourned at 6:59 p.m.

The above agenda was posted at the Tracy City Hall on August 14, 2025. The above are action minutes. A recording is available at the office of the City Clerk.

_____
Mayor

ATTEST:

_____
City Clerk

[1] The City Council's action on Item 5.A was amended via a "motion to reconsider" during agenda Item 6 of the Regular City Council Meeting on August 19, 2025.

TRACY CITY COUNCIL REGULAR MEETING MINUTES

August 19, 2025, 7:00 p.m.

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

Mayor Arriola called the Meeting to order at 7:07 p.m.

There were no actions taken pursuant to AB 2449.

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

Mayor Arriola led the Pledge of Allegiance.

Pastor Tim Heinrich, Crossroads Baptist Church offered the invocation.

Midori Lichtwardt, City Manager presented the August 2025 Employee of the Month award to Genevieve Federighi, Senior Planner, Community and Economic Development Department.

1. CONSENT CALENDAR – Staff pulled agenda Item 1.J (continued to the September 2, 2025, City Council Meeting); Alice English pulled Item 1.E; and Richard English pulled Item 1.O from the Consent Calendar.

   Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to adopt the Consent Calendar, excluding Items 1.E, 1.J, and 1.O. 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 Revised Minutes of the June 8, 2025, Special Meeting. **– Minutes Adopted**

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

   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. **– Resolution 2025-180**

   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. **– Resolution 2025-181**

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). **– Resolution 2025-182**

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. **– Resolution 2025-183**

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. **– Resolution 2025-184**

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. **– Resolution 2025-185**

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. **– Item Continued to the September 2, 2025, Council Meeting**

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. **– Resolution 2025-186**

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. **– Resolution 2025-187**

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. **– Resolution 2025-188**

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. **– Resolution 2025-189**

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. **– Resolution 2025-190**

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. **– Resolution 2025-191**

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. **– Resolution 2025-192**

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. **– Resolution 2025-193**

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. **– Resolution 2025-194**

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. **– Resolution 2025-195**

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. **– Resolution 2025-196**

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. **– Resolution 2025-197**

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.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. **– Resolution 2025-198**

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. **– Resolution 2025-199**

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. **– Resolution 2025-200**

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. **– Resolution 2025-201**

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. **– Resolution 2025-202**

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. **– Resolution 2025-203**

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

Alexandra Pineda, Economic Development Analyst, provided the staff report.

Richard English asked whether there is a policy against non-profit organizations receiving funds if they are participating in political protests and expressed that the City should remain neutral.

David Nefouse, City Attorney, provided clarification on the criteria that is set by the City.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Bedolla to adopt **Resolution 2025-204** 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. Roll call found Council Members Bedolla, Evans, and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

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) 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

Alice English expressed opposition to the item; shared that there was no clarification on the questions that Council Member Evans had asked; noted that no Council Members asked about the addition of a bike lane; and requested that this item come back to the City Council.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Nygard to adopt **Ordinance 1359** 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 all in favor; Council Member Evans opposed; motion passed and so ordered.

2. ITEMS FROM THE AUDIENCE – Amy Benton shared that an unhoused community member was hit by a car and requested that a streetlight be added near the shelter.

Robert Tanner expressed frustration over the use of illegal fireworks and urged the City Council to make all fireworks illegal.

Richard Williams thanked the City Council and staff for making the streets of Tracy safer for all.

Barbara McVey expressed frustration about the feral cats throughout the City and shared information regarding a community member who incurred costs to spay and neuter cats.

Alice English expressed frustration about the presentation from Surland and indicated that staff and the City Council had not had the opportunity to review the item prior to the meeting.

A Community Member expressed concern about traffic and increased vehicles in the downtown area related to the potential building of an affordable senior living facility where the West Side Market is located.

Rami Lewis expressed frustration about the approval of the Tracy Commerce Center.

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.

Mayor Arriola opened the Public Hearing.

Craig Hoffman, Senior Planner, provided the staff report.

Council Members offered comments and questions.

There were no public comments.

Mayor Arriola closed the Public Hearing

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

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to waive full reading of text and introduce proposed 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). Roll call found Council Members Bedolla, Evans, and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to adopt **Resolution 2025-205** (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. Roll call found Council Members Bedolla, Evans, and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

3.B. Staff recommends that the City Council 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.

Mayor Arriola opened the Public Hearing.

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

Council Members offered comments and questions.

Chris Hewitt thanked the Tracy City Center Association (TCCA) and City staff who have collaborated on this endeavor.

Domingo Ramos expressed support for the renewal; requested that some changes be made; expressed concern about TCCA's election of new board members and lack of oversight; and requested that TCCA hold elections and include a City of Tracy staff representative.

Alice English expressed agreement with sentiments of the previous speaker and shared that more transparency and updated bylaws are needed.

Jenny Moore expressed agreement with assisting TCCA and concern about transparency and indicated that City representation is needed and that the TCCA board needs to be complete for future growth.

Ray Cose, TCCA Board Member, acknowledged the challenges that the board has faced due to board members' retirements; indicated that there was a meeting during which line items on the budget were reviewed; and urged the downtown community to run for the board.

Gabriella Rodriguez-Machuca expressed support for district renewal; shared that the merchants do not have a vote in this process; indicated that she would like the voices of merchants heard; and asked what steps can be taken to support merchants so that the downtown can continue to prosper.

Mayor Arriola closed the Public Hearing and recessed the meeting at 8:27 p.m. to allow the City Clerk to tabulate ballots.

Mayor Arriola reconvened the Meeting at 8:44 p.m.

April B. A. Quintanilla, City Clerk, announced that of the ballots received: 80.624% were cast in support of and 19.376% were cast in opposition to the renewal of the Downtown Tracy Community Benefit District.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Nygard to adopt **Resolution 2025-206** resolution of formation approving and renewing the Downtown Tracy Community Benefit District. Roll call found Council Members Bedolla, Evans, and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

3.C 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).

Mayor Arriola opened the Public Hearing.

Victoria Lombardo, Senior Planner Community and Economic, Development Department, and Elise Laws, Consultant with DeNovo Planning Group, provided the staff report.

Abbie Wertheim with the Panattoni Development Company represented the project applicant.

Jason Lindsey, representative from the District Council of Iron Workers, requested that the City Council support this item.

Liz Sutton, representative from Sheet Metal Worker Local 104, urged the City Council to support this item.

There were no Council comments and questions.

Mayor Arriola closed the Public Hearing.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Nygard to adopt **Resolution 2025-207** that (1)certifies 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. Roll call found Council Members Bedolla, Evans, and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

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 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. 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. 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.

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

Council Members offered comments and questions.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to support the recommendation of City Staff in opposition of 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. 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 – Alice English thanked staff for all their hard work; expressed hope that staff brings jobs to the City and consider the types of jobs that are brought to Tracy so that residents do not need to commute; and asked for the City Council to be consistent with its decisions.

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

- Staff has received reports of Tracy residents receiving calls from someone claiming to be a collection agency contracted by the City to collect delinquent water or sewer charges. These calls are not from the City of Tracy. If you receive one of these calls: do not give out personal or payment information. If you have questions or concerns, contact a customer service representative, by calling 209-831-6800 or emailing customerservice@cityoftracy.org.
- Join staff for the ribbon-cutting ceremony for Daniel Ray Schack Park, located in the Tracy Hills Community, on Thursday, August 21, 2025, from 5:00 p.m.to 6:00 p.m., located at 2982 Frost Street.
- Registration is now open for fall Parks and Recreation programming. Register today at https://www.tracyartsandrec.com/.
- Congressman Josh Harder was present in Tracy on August 18, 2025, to view the new Real Time Crime Center, a new tool for early crime detection and apprehension of criminals.
- Per Police Chief Sekou Millington, the first Animal Shelter Olympics involving five Animal Services Agencies throughout the Central Valley, was held on Saturday, August 16, 2025. Of the four events held, the Tracy Animal Shelter won bronze in two categories and Tracy will host these Olympic Games in 2026.
- The first Hot Pawgust Nights Car Show was held on Sunday, August 17, 2025. Over 70 cars, 25 vendors, and over 600 community members were in attendance; one dog and eight cats were adopted, and two dogs are in the foster-to-adopt program.

6. COUNCIL ITEMS – Council Member Bedolla requested that the following items be placed on the agenda for the regular City Council Meeting on September 2, 2025:

a. The purchase of the administrative office at the Temporary Emergency Housing Facility; and

b. The PATH, the technical assistance marketplace item to complete the medical respite program.

Mayor Pro Tem Abercrombie expressed support for the request.

Council Member Bedolla requested clarification on the aquatic center item and asked whether the item will be heard by the Parks and Community Services Commission before coming back to the City Council.

Arturo M. Sanchez, Assistant City Manager, clarified the original direction outlined in the motion made by Mayor Arriola during the August 19, 2025, Special Meeting – Workshop.

L. David Nefouse, City Attorney, clarified what specific items will need to go to the Parks and Community Services Commission.

Council Member Evans asked whether the cost comparison findings could be presented to the Parks and Community Services Commission before returning to the City Council.

Assistant City Manager Sanchez indicated that the process would be at the direction of the City Council.

Council Members Bedolla and Evans expressed support for the cost comparison findings to be presented to the Parks and Community Services Commission before returning to the City Council.

Assistant City Manager Sanchez indicated that Rosenberg's Rules would permit a motion to reconsider with a friendly amendment to redirect the cost comparison findings to the Parks and Community Services Commission before presentation to the City Council.

Mayor Pro Tem Abercrombie inquired about the timeline for the aquatic center item.

ACTION: Motion was made by Council Member Bedolla and seconded by Mayor Arriola to reconsider the original motion to amend the motion to direct staff to bring the item and the cost comparison findings first to the Parks and Community Services Commission prior to brining the item to the City Council. Roll call found Council Members Bedolla, Evans, and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.[1]

Council Member Bedolla requested more information as to how to assist the community with the feral cats and if staff can start thinking about lighting on Arbor Road.

Assistant City Manager Sanchez clarified that the Arbor Road issue was being discussed with staff to identify potential options and sought clarification of whether the City Council would like the Group 4 item to come back concurrently with the analysis.

Mayor Arriola indicated that the City Manager can bring the item back quickly and as appropriate and there was consensus among the City Council.

[1] The City Council's action under Item 6 amended the City Council's original action during agenda Item 5.A of the Special City Council Meeting on August 19, 2025.

Discussion on the aquatic center and the progression of the process continued.

Midori Lichtwardt, City Manager, indicated that, barring any delays or unknowns at this moment unrelated to the developer, staff will endeavor to bring back the Group 4 item on September 16, 2025, as tentatively planned; concurrently run a fiscal analysis on the plan that was heard; and bring any action items the City Council may have for the Group 4 item on September 16, 2025.

Mayor Pro Tem Abercrombie requested support for consideration of naming the soccer fields at Legacy Fields after Shirley Thompson. Council Member Evans expressed support for the request.

Mayor Pro Tem Abercrombie requested support for consideration of naming the baseball fields at Legacy Fields after Supervisor Robert Rickman. Council Member Evans expressed support for the request.

Mayor Pro Tem Abercrombie requested support for consideration of naming an area at the Tracy Sports Complex after Brent Ives. Council Member Nygard expressed support for the request.

Mayor Arriola requested clarification of the public amenities naming policy and its application to Mayor Pro Tem Abercrombie's requests. Midori Lichtwardt, City Manager, indicated that staff would review the existing policy to determine if there is an applicable option or return to the City Council with proposed language to allow the City Council to discuss and take action.

Mayor Pro Tem Abercrombie requested that constituents please reach out if they have questions.

Council Member Nygard shared that, during the legislative break, a meeting with staff, Mayor Arriola, and Scott Knight, Chief Executive Officer of Sutter Health, was held to support the hospital being built. Council Member Nygard also shared that she had attended the Police Department event with Mayor Arriola and Congressman Josh Harder, the Community College State of the District, and the two tours of new union halls in Tracy that are offering apprenticeship programs in Tracy.

Mayor Arriola shared the June Mayor's Report and indicated that he should have the July Mayor's Report by the next regular or special Council Meeting and requested support to update the Council Meeting Protocols and Code of Conduct, specifically to facilitate updates to the layout of the agenda to ensure efficient meetings out of respect of the public's time. Mayor Pro Tem Abercrombie expressed support for the request.

Mayor Arriola announced that a special Council Meeting will be held on August 26, 2025, at 6:00 p.m.

7. ADJOURNMENT – Time: 9:46 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 in favor; passed and so ordered.

The above agenda was posted at the Tracy City Hall on August 14, 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 19, 2025, 8:00 p.m.

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

1. Mayor Arriola called the Meeting to order at 9:47 p.m.

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

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

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

5. Request to Conduct Closed Session: Time: 9:49 p.m.

   5.A CONFERENCE WITH REAL PROPERTY NEGOTIATORS

   Property Locations: APNs 209-230-29 and 209-230-30

   City Negotiators: Midori Lichtwardt, City Manager; Arturo M. Sanchez, Assistant City Manager; Forrest Ebbs, Director of Community and Economic Development; Jorge Barrera, Economic Development Manager; and Sheena Stephens, Economic Development Analyst

   Negotiating Party: RMC Constructors

   Name of Property Owner: City of Tracy

   Under Negotiation: Price and Terms of Payment

   Government Code Section: 54956.8

   There was no public comment.

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

6. Reconvene to Open Session – Time: 9:56 p.m.

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

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

9. Adjournment: Time: 9:56 p.m.

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

The above agenda was posted at the Tracy City Hall on August 14, 2025. The above are action minutes. A recording is available at the office of the City Clerk.

_____
Mayor

ATTEST:

_____
City Clerk

September 2, 2025

Agenda Item 1.B

RECOMMENDATION

Authorize the retroactive submission of an application for the Land and Water Conservation Fund (LWCF) grant for the city of Tracy's Nature Park Phase 1 Project and authorize the city manager, or designee, to accept the grant, if awarded.

EXECUTIVE SUMMARY

The City of Tracy had the opportunity to apply for grant funding through the Land and Water Conservation Fund (LWCF). The grant opportunity is competitive, with no guarantee that the City will be awarded the grant. A local match is required, and the maximum grant award is $6 million. The Nature Park Phase 1 Project was chosen as an eligible and competitive site for this grant opportunity. Staff is seeking Council's retroactive authorization to apply for the grant and authorization for the City Manager to accept the grant, if awarded.

BACKGROUND AND LEGISLATIVE HISTORY

Parks, Recreation, and Community Services Department staff are pursuing a competitive grant application for the construction of the City of Tracy's Nature Park Phase 1 through the LWCF Grant Program. The LWCF was established by Congress in 1964 and provides funding for the acquisition or development of land to create new outdoor recreation opportunities and has funded park projects throughout the US. Since 1966, the LWCF has funded the construction of park projects in California. More recently, over the past 25 years, this specific grant has funded 15 projects in California per year on average. The largest awards in that same 25-year period were of $3 million each for three separate projects in 2018. The program provides matching grants to states and municipalities for the acquisition and development of public parks and other outdoor recreation sites. LWCF grants are administered by states through a cooperative federal-state partnership. Each state has an LWCF Agency that manages its grant program, and the States distribute LWCF funds to local governments, agencies, and organizations through the competitive grant programs.

On July 7, 2025, the Parks, Recreation, and Community Services Department was made aware of the LWCF grant opportunity for park development. The grant had a submission deadline of August 5, 2025, and staff was able to submit the application with a short turnaround time (4 weeks) however the next council meeting occurred after the grant deadline. Staff confirmed that Authorizing Resolutions for the grant can be submitted after application deadline, up to 60 days after the deadline.

ANALYSIS

Through analysis of the City's existing park facilities and upcoming park capital improvement projects, the Parks, Recreation, and Community Services Department determined that the Nature Park would be the most competitive park site to submit for the LWCF grant due to its large size (larger park acreage is assigned more points of the project selection criteria), grant requirement for matching funds, and benefit to the public by creating a new park type for

residents that the city doesn't currently have, while meeting our legal and environmental commitments required for Legacy Fields Sports Complex.

The potential timeline for the LWCF grant, assuming the shortest time frames listed in the grant application, is August 5, 2025 – Grant Application Deadline.

- February 5, 2026 – Selected applicants announced 6 months after the deadline submittal.
- February 6, 2027 – Post Selection Federal Requirements, +1 year from announcement
    - National Environmental Policy Act (NEPA) and Section 106 approval
- August 6, 2027 - National Park Service (NPS) Review and Approval
- November 6, 2027 – Office of Grants and Local Services (OGALS) Contract Issuance, Finalization, and Grant Award
- November 6, 2032 – End of Grant Performance Period

Note: Timeframes may be +2 years longer than listed above, dependent on Federal reviews (National Environmental Policy Act and National Park Service).

Additionally, the City must develop the Nature Park site as a naturalized buffer between the athletic fields and adjacent residents for legal and environmental commitments made during the planning phase of Legacy Sports Fields Complex and the acquisition of the property.

For the Nature Park, for Phase 1, the master plan resulting from prior work done by the Parks, Recreation, and Community Services Department includes:

- Public trails and trailheads
- Forested areas
- A new Wetland area
- Successional Grassland areas
    - Successional: Native trees and shrubs permitted to grow in these areas over time, and allow ecological succession to take place on site, ultimately changing grasslands to forest over long durations of time.
- On-site parking and intersection improvements
- A new restroom
- Benches, picnic tables, and shade structures

The grant offers reimbursements for pre-construction and construction costs. Per the *Application Guide*: "These [Pre-Award Planning Cost] may be incurred up to three years prior to OGALS sending the application to NPS, and still be reimbursed or eligible for match."

Staff is preparing preliminary cost estimates based on previously and recently awarded projects of similar size and scope in the region. The City is asking for the maximum grant amount of $6 million. The grant application also asks what the minimum grant amount the City would be willing to receive, and $4 million was listed. The current approved funding for the Nature Park Phase 1 project is $8.3 million. Should the project be selected, staff will proceed with design and construction of the park.

In parallel, staff is preparing alternative scopes and cost estimates to ensure the project can advance even if grant funding is not received. Additionally, the City Council has requested a project update and discussion on the Nature Park, which staff is planning to bring forward in the coming months.

FISCAL IMPACT

There is no fiscal impact associated with submitting the grant application. Funding for the project has already been allocated for Phase 1 of the Nature Park in the amount of $8.3M from the City's Measure V funds. Existing project funding would be used for the match requirement if the grant were to be awarded. The LWCF grant would provide additional funding for the project, which will allow Phase 1 of the project to move forward with an enhanced scope.

PUBLIC OUTREACH/ INTEREST

The Nature Park project has previously completed a publicly available master plan in 2021 that included community participation and aligns with the grant program's requirements. This included multiple community meetings for the nature park, including community members having the opportunity to walk the site, complete a series of activities to capture what features they wanted to see in the park, and how to distribute the elements on the site.

COORDINATION

The Parks, Recreation, and Community Services Department coordinated with the City's IT Department (GIS Analyst) and the Engineering Department (Sr. Civil Engineer) for the depiction of existing easements within the limits of work for the Nature Park and property boundary as described in the Title Report from the purchase of the property.

CEQA DETERMINATION

The Nature Park benefits from having a previously completed Environmental Impact Report (EIR) in 2010 and Notice of Determination (NOD) in 2012. No further environmental assessment is required because of the previously completed EIR and NOD. The Nature Park, in addition to its function for passive recreation, serves as a buffer zone between the active sports park (Legacy Fields) and the residential community to the south of the park.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Quality of Life Strategic Priority, and specifically implements the following goals:

Goal 2: Facilitate the Completion of Measure V Amenities; Objective 2: Advance Measure V amenity planning.

ACTION REQUESTED OF THE CITY COUNCIL

That the City Council, by resolution, retroactively authorize the submission of an application for the Land and Water Conservation Fund (LWCF) grant for the city of Tracy's Nature Park Phase 1 Project and authorize the city manager, or designee, to accept the grant, if awarded.

Prepared by: Brandon Johnson, Parks Planning and Development Manager

Reviewed by: Richard Joaquin, Assistant Director of Parks, Recreation & Community Services
Brian MacDonald, Director of Parks, Recreation & Community Services
Sara Castro, Director of Finance
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. _____

RESOLUTION OF THE CITY OF TRACY APPROVING THE APPLICATION FOR THE LAND AND WATER CONSERVATION FUND NATURE PARK PROJECT

WHEREAS, The Congress under Public Law 88-578 has authorized the establishment of a federal Land and Water Conservation Fund Grant-In-Aid program, providing matching funds to the State of California and its political subdivisions for acquiring lands and developing Facilities for public outdoor recreation purposes; and
; and

WHEREAS, the California Department of Parks and Recreation is responsible for administration of the program in the State, setting up necessary rules and procedures governing applications by local agencies under the program; and
; and

WHEREAS, the applicant certifies by resolution the approval of the application and the availability of eligible matching funds prior to submission of the application to the State; and

; now, therefore, be it

RESOLVED: That the City of Tracy hereby:

1. Approves the filing of an application for Land and Water Conservation Fund assistance for the proposed; Nature Park Phase 1
2. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
3. Agrees to abide by 54 U.S.C. §200305(f)(3) which requires, "No property acquired or developed with assistance under this section shall, without the approval of the Secretary, be converted to other than public outdoor recreation use. The Secretary shall approve a conversion only if the Secretary finds it to be in accordance with the then-existing comprehensive statewide outdoor recreation plan and only on such conditions as the Secretary considers necessary to ensure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location."
4. Certifies that said agency has matching funds from eligible source(s) and can finance 100 percent of the project, which up to half may be reimbursed; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
6. Appoints the City Manager or designee as agent of the applicant to conduct all negotiations and execute and submit all documents, including, but not limited to, applications, contracts, amendments, payment requests, and compliance with all applicable current state and federal laws which may be necessary for the completion of the aforementioned project.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council 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, California

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

September 2, 2025

Agenda Item 1.C

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution:

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

(2) Approving a General Services Agreement with Yosso Group, Inc. (dba SPEC Play), for the replacement of playground netting/equipment at Lincoln Park for a total not-to-exceed amount of $74,045.70.

EXECUTIVE SUMMARY

This agenda item seeks adoptions of resolutions (1) Determining that compliance with standard procurement processes is not in the best interests of the City pursuant to Tracy Municipal Code 2.20.180 (b) (4) and dispensing such requirement for the actions herein, and; (2) approving a General Services Agreement with Yosso Group, Inc. (dba SPEC Play), (Contractor) to replace aging netting and rope components at Lincoln Park's 2-5 and 5-12 age group play areas (Project). Recent inspections identified visible wear and deterioration of existing components, including frayed ropes and compromised netting. While the equipment is currently in service, replacement is recommended to maintain safety standards and avoid potential closures.

Lincoln Park is one of the most visited parks in the General Fund park system. This investment supports the City's commitment to maintaining safe and high-quality play environments for Tracy's families and youth.

The proposed General Services Agreement is a not-to-exceed amount of $74,045.70, which includes a 10% project contingency.

BACKGROUND AND LEGISLATIVE HISTORY

The Parks, Recreation, and Community Services Department oversees 85 parks and 95 playgrounds citywide. These include various climbing elements, rope systems, and specialty play components requiring routine inspection and specialized maintenance.

Lincoln Park's current play structures include equipment by Berliner, a proprietary manufacturer. Due to the integrated and custom-designed nature of this equipment, compatibility with existing structures necessitates use of the sole authorized distributor, Yosso Group, Inc., dba SPEC Play, to ensure safety, design consistency, and warranty compliance.

Staff conducted a comparative cost analysis between the installation of similar equipment from a competing vendor and a complete removal and replacement with an alternative type of equipment. In both scenarios, the currently proposed approach was determined to be the most cost-effective option.

A sole-source memorandum was submitted and approved by the City Manager on July 16,

2025.

ANALYSIS

The Lincoln Park playground is experiencing advanced wear to its rope and net components, exacerbated by high use and weather exposure. While the equipment is not yet unsafe, deterioration is accelerating, and proactive replacement will prevent future hazards or unplanned shutdowns.

This project is part of a broader playground safety and maintenance initiative, informed by recent citywide assessments. Similar issues have been observed in other parks, guiding future maintenance planning and prioritization.

Staff recommends that the City Council approve an exception to the standard procurement procedures, in accordance with Tracy Municipal Code Section 2.20.180(b)(4). This provision allows the Council to waive the formal procurement process when it is determined that doing so is in the best interest of the City, specifically for commodities, equipment, or general services with a cost of $50,000 or more.

FISCAL IMPACT

The total not-to-exceed amount of the agreement is $74,045.70, which includes a 10% contingency. The funding is provided through the Parks, Recreation & Community Services Department’s operating budget in the General Fund. This expenditure is consistent with the Department’s ongoing efforts to prioritize playground safety and maintain high-quality recreational amenities.

PUBLIC OUTREACH/INTEREST

This is an operational item for the Parks, Recreation, and Community Services Department. No public outreach was conducted.

CEQA DETERMINATION

This item is exempt from review under the California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000, et seq.) and CEQA Guidelines (14 California Code of Regulations §§ 15000, et seq.) because it qualifies for a Class 2 Categorical Exemption (CEQA Guidelines §15302). The project consists of the removal and replacement of existing playground netting/equipment with a materially similar product, with no expansion of use, and therefore does not have the potential to cause a significant impact on the environment.

Additionally, the project is exempt under the "Common Sense" Exemption (CEQA Guidelines §15061(b)(3)), as it can be seen with certainty that there is no possibility of a significant effect on the environment.

STRATEGIC PLAN

This agenda item is consistent with the City Council's adopted Public Safety and Quality of Life strategies.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution (1) determining that compliance with standard procurement processes is not in the best interests of the City pursuant to Tracy Municipal Code 2.20.180 (b) (4) and dispensing such requirement for the actions herein, and; (2) Approve a General Services Agreement with Yosso Group, Inc. dba SPEC Play., for the replacement of playground netting/equipment at Lincoln Park for a not-to-exceed amount of $74,045.70.

Prepared by: Roy Valadez, Management Analyst II

Reviewed by: Richard Joaquin, Assistant Director of Parks, Recreation, and Community Services
Brian MacDonald, Director of Parks, Recreation, and Community Services
Sara Castro, Director of Finance
L. David Nefouse, City Attorney
Arturo Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachments:

Attachment A: General Services Agreement – Yosso Group, Inc. dba SPEC Play.

CITY OF TRACY
GENERAL SERVICES AGREEMENT

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Yosso Group, Inc. dba SPEC Play., a California Stock Corporation (**Contractor**). City and Contractor are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Contractor to replace aging netting and rope components at Lincoln Park's play areas for age groups 2-5 and 5-12 age; and

B. On May 13, 2025, the City solicited quotes for the supply and installation of specific netting and rope components (Project) for Lincoln Park. On May 25, 2025, the Contractor submitted their proposal for the Project to the City. The Contractor was found to be the sole authorized distributor of the needed play equipment. City has determined that Contractor possesses the skills, experience and certification required to provide the services;

C. The City has made the determination that compliance with standard procurement processes is not in the best interest of the City pursuant to Tracy Municipal Code 2.20.180 (B) (4) and dispenses such requirement for the actions in this agreement.

D. 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.

E. This Agreement is being executed pursuant to Resolution No. 2025-____ approved by Tracy City Council on September 2, 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: Chris Olsen**.** Contractor shall not replace its Authorized Representative, nor shall Contractor replace any of the personnel listed in Exhibit "A," nor shall Contractor use or replace any subcontractors or subconsultants, without City's prior written consent. 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. Contractor shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be started and completed by 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 August 19, 2025 and end on June 16, 2026, 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 $74,045.70. 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 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: Parks, Recreation and Community Services Department
333 Civic Center Plaza
Tracy, Ca 95376

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

To Contractor:

Yosso Group, Inc. dba SPEC Play.
121 Industrial Road #1
Belmont, CA 94002

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, a Municipal Corporation

By: Dan Arriola
Title: Mayor
Date: _____

Attest:

_____
April Quintanilla, City Clerk

Approved as to form:

_____
L. David Nefouse, City Attorney

Contractor
Yosso Group, Inc. dba SPEC Play, a California Stock Corporation

Signed by: David Yosso
784D4003D10546D...
By: David Yosso
Title: Chief Executive Office
Date: 8/4/2025 | 4:51 PM PDT

Federal Employer Tax ID No. 38-3908721

Signed by: David Yosso
784D4003D10546D...
By: David Yosso
Title: Chief Financial Officer
Date: 8/4/2025 | 4:51 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

Point of Contact:
Chris Olsen
121 Industrial Road, Suite 1
Belmont, CA 94002
650-769-0775

Timeline:

The City will issue a notice to proceed to the Contractor when the City is prepared to move forward with this project. Upon receipt of this notice to proceed, the Contractor has 5 business days to submit a timeline that is acceptable to the City. The project shall be completed by June 16, 2026.

Scope of Work:

Installation of Berliner Rope Replacements to manufacturer specifications for all ropes on play structure, includes removal and disposal of existing ropes. Also includes temporary fencing for the duration of the project.

EXHIBIT B - Compensation

Cost breakdown for specific playground equipment.

Activity	QTY	Rate	Amount
Berliner Play Equipment Jupiter Spatial Net including Tensioning Point	1	21,889.00	21,889.00
Berliner Play Equipment Mars/Jupiter System Net/Triangular Net	4	2,042.25	8,169.00
Berliner Play Equipment Quad Net	1	2,525.00	2,525.00
Berliner Play Equipment Straight Rope	2	178.50	357.00
Berliner Play Equipment Climbing Rope Net	1	1,024.00	1,024.00
Berliner Play Equipment Hardware: DIN 985-A2/Gleitmo 627- Self Locking Nut	64	1.10	70.40
Berliner Play Equipment Hardware: AM10x45 ISO7380 PIN TX45 A2 Bolt	64	1.68	107.52
Berliner Play Equipment Jungle Rope (optional)	1	5,089.00	5,089.00
Berliner Play Equipment Railing Nets for Jungle Bridge	1	5,182.00	5,182.00
Berliner Play Equipment (Wig-Wam) New Nets for Wig-Wam (includes hardware)	1	4,452.00	4,452.00
Freight Freight and packaging	1	5,438.00	5,438.00
Installation Service Installation of Berliner Rope Replacements to manufacturer specifications for all ropes on	1	8,980.00	8,980.00

play structure, includes removal and disposal of existing ropes. Also includes temporary fencing for the duration of the project. Prevailing wages applied.			

Subtotal:	$63,282.92
Tax:	$4,031.36
Total:	$67,314.28
Project Contingency (10%):	$6,731.42
Total Project Not-to-Exceed:	$74,045.70

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

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(1) DETERMINING THAT COMPLIANCE WITH STANDARD PROCUREMENT PROCESSES IS NOT IN THE BEST INTEREST OF THE CITY PURSUANT TO TRACY MUNICIPAL CODE 2.20.180 (B) (4) AND DISPENSING SUCH REQUIREMENT FOR THE ACTIONS HEREIN, AND;

(2) APPROVING A GENERAL SERVICES AGREEMENT WITH SPECIFIED PLAY EQUIPMENT, FOR THE REPLACEMENT OF PLAYGROUND NETTING/EQUIPMENT AT LINCOLN PARK FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $74,046.

WHEREAS, the Parks, Recreation, and Community Services Department oversees 85 parks and 95 playgrounds citywide; and

WHEREAS, different playgrounds include various climbing elements, rope systems, and specialty play components requiring routine inspection and specialized maintenance; and

WHEREAS, Lincoln Park is located within the City's General Fund Park System and contains playground netting/equipment that has degraded over time and requires replacement to maintain safety standards and avoid closures; and

WHEREAS, Lincoln parks play equipment includes Berliner, a proprietary manufacturer, and due to integration and compatibility with existing structures, which ensure safety, design consistency, and warranty compliance, staff recommends the use of the sole authorized distributor, Yosso Group, Inc. dba SPEC Play.; and

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

WHEREAS, Staff recommends entering into a General Services Agreement with Specified Play Equipment Co., for a total not-to-exceed amount of $74,046, which includes a 10% project contingency; and

WHEREAS, This item is exempt from review under the California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000, et seq.) and CEQA Guidelines (14 California Code of Regulations §§ 15000, et seq.) because it qualifies for a Class 2 Categorical Exemption (CEQA Guidelines §15302). The project consists of the removal and replacement of existing playground netting/equipment with a materially similar product, with no expansion of use, and therefore does not have the potential to cause a significant impact on the environment.

Additionally, the project is exempt under the "Common Sense" Exemption (CEQA Guidelines §15061(b)(3)), as it can be seen with certainty that there is no possibility of a significant effect on the environment.

NOW, THEREFORE, be it resolved as follows:

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

RESOLVED: City Council has made the determination that compliance with standard procurement processes is not in the best interests of the City pursuant to Tracy Municipal Code 2.20.180 (b) (4) and dispenses such requirements for the actions herein;

RESOLVED: The City Council hereby approves the Agreement with the Contractor for the Services in an amount not to exceed $74,046.

FURTHER RESOLVED: After review and approval by the City Attorney's Office, the City Authorizes the execution of the Agreement 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 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, California

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

September 2, 2025

Agenda Item 1.D

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution approving a General Services Agreement with Central Control Systems, Ltd., for on-call irrigation controller troubleshooting, repair, and replacement services as well as master valve troubleshooting and the provision and sale of master valves to the City for a not-to-exceed amount of $350,000 per fiscal year and authorizing the City Manager to grant up to four, one-year extensions.

EXECUTIVE SUMMARY

This item is to consider authorizing a General Services Agreement (September 2, 2025 – June 30, 2026) with Central Control Systems, Ltd. (Contractor) for on-call irrigation controller troubleshooting, repair, and replacement services, as well as master valve troubleshooting, and the provision and sale of master valves. Irrigation controllers and master valves are an important piece of infrastructure for maintaining the health, aesthetics, and sustainability of parks and landscaped areas. These areas rely on consistent irrigation watering to ensure trees, turf, shrubs, and groundcover thrive.

The proposed General Services Agreement is a not-to-exceed in the amount of $350,000 per fiscal year and authorizes the City Manager to grant up to four one-year extensions with the recommendation from the Director of Parks, Recreation and Community Services.

BACKGROUND AND LEGISLATIVE HISTORY

The Parks, Recreation and Community Services Department (Department) is responsible for the maintenance of approximately 85 parks, an abundance of public right-of-way landscaping (streetscapes), and open space areas. Currently, the Department has over 300 irrigation controllers and master valves that require routine maintenance, technical repairs, and/or have reached their useful life and need to be replaced.

Pursuant to the Tracy Municipal Code, Article 4, Section 2.20.180, staff issued a Notice Inviting Bids (Notice) on June 06, 2025, for on-call irrigation controller and master valve troubleshooting, repair, and replacement services. The Notice was posted on the City's website, and one (1) response was received by the established deadline of July 16, 2025.

Staff conducted a comprehensive review of the submittal from Central Control Systems, Ltd. to ensure compliance with the Notice. The City determined that Central Control Systems, Ltd. possessed the skills, experience, and certification required to provide the services.

ANALYSIS

As the City continues to grow and manage both existing and new landscaping, the need for efficient and effective irrigation systems becomes increasingly critical to maintain the overall health and appearance of landscaped areas. Irrigation controllers and master valves are

essential components of modern irrigation infrastructure that ensure reliable and optimized water delivery, particularly during periods of dry weather and high-water demand.

Many of the City's irrigation controllers and master valves have been in service well beyond their expected useful life and will require replacement in the near future. These components play a vital role in managing irrigation schedules, regulating water flow, and preventing water waste through better zone control and system automation.

Investing in the maintenance and replacement of irrigation controllers and master valves enhances the performance and longevity of irrigation systems. By allowing precise control over watering times and volumes, these devices improve water use efficiency, reduce manual labor, and support the City's sustainability goals. In doing so, they contribute to both the functional and aesthetic quality of public parks, streetscapes, and open spaces, while also conserving valuable water resources.

Maintaining and upgrading these systems requires specialized knowledge and/or contracted services to accommodate the wide variety of technologies, site conditions, and irrigation designs used across the City. Establishing an on-call agreement for these services will ensure timely access to expert support for troubleshooting, repairs, and replacement, helping to maintain the reliability and effectiveness of this critical infrastructure.

The recommended agreement is for a not-to-exceed amount of $350,000 per fiscal year. In addition, the agreement authorizes the City Manager to grant up to four one-year extensions, with a recommendation from the Director of Parks, Recreation and Community Services.

FISCAL IMPACT

There is no additional fiscal impact as the Parks Maintenance Division operating budgets have accounted for this ongoing program expense in their respective budgets, Fund 101, 107, 271, 272, and 273.

PUBLIC OUTREACH/ INTEREST

This is an operational item for the Parks, Recreation and Community Services Department. No public outreach was conducted.

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 were deemed a "project," and therefore subject to CEQA, the item would be exempt as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (CEQA Guidelines §15061(b)(3)).

STRATEGIC PLAN

This agenda item is consistent with the City Council's adopted Public Safety and Quality of Life strategies.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution approving a General Services Agreement with Central Control Systems, Ltd., for on-call irrigation controller troubleshooting, repair, and replacement services as well as master valve troubleshooting, and the provision and sale of master valves for a not-to-exceed amount of $350,000 per fiscal year and authorizing the City Manager to grant up to four, one-year extensions.

Prepared by: Roy Valadez, Management Analyst II

Reviewed by:

Brian MacDonald, Director of Parks, Recreation, and Community Services
Richard Joaquin, Assistant Director of Parks, Recreation and Community Services
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: General Services Agreement – Central Control Systems, LTD

Docusign Envelope ID: A348EC90-7962-48B3-ACA8-A03CE214FF0B

CITY OF TRACY
GENERAL SERVICES AGREEMENT

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Central control Systems, Ltd., a California Limited Partnership (**Contractor**). City and Contractor are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Contractor to provide on-call irrigation controller troubleshooting, repair, and replacement services as well as master valve troubleshooting, and the provision and sale of master valves to the City; and

B. Pursuant to Tracy Municipal Code 2.20.180, on June 06, 2025, the City issued a Notice Inviting Bids (Notice) to provide on-call irrigation controller troubleshooting, repair, and replacement services as well as master valve troubleshooting, and the provision and sale of master valves (Project). On July 18, 2025, Contractor was the sole entity that submitted its proposal for the Project to the City. City has determined that the 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 September 2, 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: Phil Giebel. Contractor shall not replace its Authorized Representative, nor shall Contractor replace any of the personnel listed in Exhibit "A," nor shall Contractor use or replace any subcontractors or subconsultants, without City's prior written consent. 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. Contractor shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be started and completed by 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 2, 2025, and end on June 30, 2026, unless terminated in accordance with Section 6.

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2.2 OPTION TO EXTEND: This Agreement may be extended for an additional four, one- year extension terms (a total of four years in one (1) year increments) 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 $ 350,000.00 per fiscal year. 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 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."

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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

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(§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.

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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: Parks, Recreation and Community Services
333 Civic Center Plaza
Tracy, CA 95376

To Contractor:
Central Control Systems, Ltd.
Philip Giebel
824 California Street
Woodland, CA 95695

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.

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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 r**e**mainder 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]

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

City of Tracy, a Municipal Corporation

By: Dan Arriola
Title: Mayor
Date:

Attest:

April Quintanilla, City Clerk

Approved as to form:

L. David Nefouse, City Attorney

Central Control Systems, LTD.

Signed by:
Philip Giebel
51CC631F8D04461...

By: Philip Giebel
Title: General Partner/Managing Member
Date: 8/5/2025 | 3:12 PM PDT

Federal Employer Tax ID No. 94-3385620

Signed by:
Marjie Giebel
1296702B1EEE4D1...

By: Marjorie Giebel
Title: General Partner/Managing Member
Date: 8/5/2025 | 3:15 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.)

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EXHIBIT A - Scope of Work

Point of Contact:
Phil Giebel
824 California Street
Woodland, Ca 95695
530-681-3577

Timeline: The City will issue a request for service to the Contractor, which shall be responded to within 48-hours and an on-site diagnosis shall be performed within 72-hours. Upon arrival to the site, Contractor shall troubleshoot and diagnose malfunction(s) of irrigation controllers and master valves as designated by the City. Contractor shall provide a detailed list of problems found, recommended repairs, and a quote of the cost for the repair(s) or replacement within 36-hours.

Should the City wish to proceed with the recommended repairs/replacements, a notice to proceed will be issued and Contractor shall submit a schedule, acceptable to the City, of when the service will be completed.

Scope of Work:

Contractor shall include all Labor, equipment, and materials necessary to troubleshoot, diagnose, repair, and/or replace irrigation controllers and related appurtenances including, but not limited to central control systems (ICC PRO), field units (IRRInet ACE, IRRInet M), and all peripheral components like sensors, radio modules, electrical components and wiring, cabinets, flow meters, relays, etc.

Contractor shall troubleshoot and diagnose malfunction(s) of irrigation controllers as designated by the City. Contractor shall provide a detailed list of problems found, recommended repairs, and a quote of the cost for the repair(s) or replacement of irrigation controllers.

In the event the irrigation controllers are recommended to be replaced, the Contractor shall quote a new system which will include the replacement of the damaged unit-irrigation controller. All equipment shall be built by the current manufacturer, Motorola, to ensure all designed components work together. Irrigation systems shall be designed so that the application rate of water does not exceed the infiltration rate of the soil and will not allow excessive overspray and runoff. Controllers shall have multiple programs and water budgeting available. All controllers shall be enclosed into a vandal resistant controller enclosure. Contractor shall keep an as-built field copy of irrigation system showing all changes.

The Contractor shall perform diagnostic testing on each master valve designated by the City. This process shall include, but is not limited to, testing basic functionality of master valve, electrical continuity testing, confirmation of solenoid functionality and resistance.

Following the diagnostic testing, the Contractor shall submit a technical report to the City which shall include:

- Summary of all identified malfunctions or performance issues
- Itemized cost estimate for the required master valve hardware.

The cost estimate shall include the price of materials/hardware only and will exclude all labor charges.

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Prior to acceptance, all work will be inspected by City staff along with Contractor to examine and confirm proper operation of repairs and installations done on irrigation controllers and related appurtenances.

Contractor shall also provide training to City staff on an as-needed basis and at the discretion and request of the City. Training services will include, but not limited to, the complete line of Motorola irrigation products, software, and any additional training the Contractor would deem prudent to City staff.

General List of Items Contractor will Also Check, Test and Repair:

- Physical inspections of site
- Communications to the city network
- Antenna testing
- Proper ground rod connection
- Test master valve operation, wiring and continuity
- Test master valve solenoid and verify circuit impedance
- Test flow meter operation, wiring and continuity
- Troubleshoot flow meter reed switches
- Test irrigation valves continuity for open and short circuits
- Verify proper valve circuit impedance

Additional Items:

- Contractor will photograph the site
- Contractor will document the site for future mapping purposes
- Contractor shall advise the City on the “next best steps” for site improvement.

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EXHIBIT B - Compensation

COST OF SERVICES

Part Number	Short Description	Qty	Cost
F7502	Motorola ACE 3600 CPU Module	EA	$ 2,400.00
FPN1644	Motorola Power Supply, ACE Module	EA	$ 1,380.00
FPH1652	Motorola Low-Tier Power Supply, ACE Module	EA	$ 550.00
FLN3554	Motorola Module 32 Input ACE Module Only	EA	$ 800.00
FLN3553	Motorola Module 16 Input ACE Module Only	EA	$ 575.00
FLN3537	Motorola Module, 16 Output ACE Module Only	EA	$ 760.00
MAC-010	Motorola IRRInet M AC 12 Station	EA	$ 1,550.00
MAC-011	Motorola IRRInet M AC 24 Station	EA	$ 2,050.00
AC-DC CHGR	DRC-100A MW Battery Charger AC-DC	EA	$ 120.00
T2428100	Transformer, 24VAC, 120VAC Input	EA	$ 115.00
PS1290F2	Battery Backup - ACE & IRRInet-M AC	EA	$ 50.00
DTK-Surge	Surge Protector 120V	EA	$ 115.00
DRM-Surge	Din Rail Mount Surge Protection 120AC	EA	$ 300.00
2A-CB	2A Thermal Circuit Breaker Kit	EA	$ 50.00
4A-CB	4A Thermal Circuit Breaker Kit	EA	$ 50.00
DODI8	8 Station 2 Input auto/on/off switch boards	EA	$ 150.00
Relay	PLC-RSC Relay Mod 6A 12VDC	EA	$ 25.00
PLC-RSC	PLC-RSC, 24VDC	EA	$ 35.00
Radio-UHF	UHF Data Radio - ACE & IRRInet-M	EA	$ 375.00
Radio.01RP	Motorola Radio Port For ACE	EA	$ 250.00
UHF-LoPro	UHF Antenna w/MaleBNC & Cable	EA	$ 125.00
UHF-YAG	UHF Yagi Antenna	EA	$ 325.00
UHF-WS	UHF Omni Antenna Kit	EA	$ 350.00
SB-18SS	Strongbox 18" Stainless Steel Enclosure	EA	$ 2,466.00
PED-18SS	Strongbox 18" Stainless Steel Pedestal	EA	$ 705.00
SB-24SS	Strongbox 24" Stainless Steel Enclosure	EA	$ 2,830.00
PED-24SS	Strongbox 24" Stainless Steel Pedestal	EA	$ 800.00
MPE-A16-10K	Strongbox Meter Pedestal w/ Enclosure 18x52x32	EA	$ 8,100.00
BB18SS or BB24SS	Strongbox 18" or 24" Back Panel Only	EA	$ 125.00
CCS-Labor	Hourly Labor	EA	$ 95.00
CCS-Full Day Labor	Maximum On-Site Full Day Labor	EA	$ 650.00
CCS-Travel	Travel Time	EA	$ 55.00

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REPAIRS	*Repairs exchange with another unit in most cases*		
ACE CPU	Repair charge	EA	**$ 510.00**
ACE Power Supply	Repair charge	EA	**$ 485.00**
ACE Modules	Repair charge	EA	**$ 350.00**
IRRInet M AC Main Boar	Repair charge	EA	**$ 325.00**
IRRInet M AC Expansion	Repair charge	EA	**$ 225.00**

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

STAFF RECOMMENDS THAT THE CITY COUNCIL ADOPT A RESOLUTION APPROVING A GENERAL SERVICES AGREEMENT WITH CENTRAL CONTROL SYSTEMS, LTD., FOR ON-CALL IRRIGATION CONTROLLER TROUBLESHOOTING, REPAIR, AND REPLACEMENT SERVICES AS WELL AS MASTER VALVE TROUBLESHOOTING AND THE PROVISION AND SALE OF MASTER VALVES TO THE CITY FOR A NOT-TO-EXCEED AMOUNT OF $350,000 PER FISCAL YEAR AND AUTHORIZING THE CITY MANAGER TO GRANT UP TO FOUR, ONE-YEAR EXTENSIONS.

WHEREAS, the Parks, Recreation and Community Services Department (Department) is responsible for the maintenance of approximately 85 parks, an abundance of public right-of-way landscaping (streetscapes), and open space areas. Currently, the Department has over 300 irrigation controllers and master valves that require routine maintenance, technical repairs, and/or have reached their useful life and need to be replaced. and

WHEREAS, Many of the City's irrigation controllers and master valves have been in service well beyond their expected useful life and will require replacement in the near future. These components play a vital role in managing irrigation schedules, regulating water flow, and preventing water waste through better zone control and system automation; and

WHEREAS, Pursuant to the Tracy Municipal Code, Article 4, Section 2.20.180, staff issued a Notice Inviting Bids (Notice) on June 06, 2025, for on-call irrigation controller and master valve troubleshooting, repair, and replacement services. The Notice was posted on the City's website, and one (1) response was received by the established deadline of July 16, 2025; and

WHEREAS, Staff conducted a comprehensive review of the submittal from Central Control Systems, Ltd. to ensure compliance with the Notice. The City determined that Central Control Systems, Ltd. possessed the skills, experience, and certification required to provide the services; and

WHEREAS, the funding for the Services of the Agreement is from the Parks Maintenance Division operating budgets; and

WHEREAS, the City seeks to enter into the Agreement with Contractor.

NOW, THEREFORE, be it resolved as follows:

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

RESOLVED: That the City Council hereby approves the Agreement with Contractor for the Services for a not-to-exceed amount of $350,000 per fiscal year and authorizes the City Manager to grant up to four, one-year extensions consistent with the terms of the Agreement if Contractor satisfactorily meets its obligations under the Agreement, and be it,

FURTHER RESOLVED: After review and approval by the City Attorney's Office, the City authorizes the execution of the Agreement and authorizes any 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 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, California

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

September 2, 2025

Agenda Item 1.E

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (1) accepting the construction improvements for Tracy Boulevard Sidewalk Gap Closure Improvements Project, Capital Improvement Project 73175, constructed by Franco Engineering, Inc., as complete, and (2) authorizing the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office, and (3) authorizing the City Engineer to release the Improvement Security and Retention payment in accordance with the Project Contract and Tracy Municipal Code Section 12.36.080, and (4) authorizing the Finance Department to close the Project.

EXECUTIVE SUMMARY

The recommended action accepts the construction improvements for the Tracy Boulevard Sidewalk Gap Closure Improvements Project, Capital Improvement Project (CIP) 73175, constructed by Franco Engineering, Inc. (Contractor), as complete. The recommended action also authorizes the City Clerk to file a Notice of Completion, authorizes the City Engineer to release the Contractor's Improvement Security and Retention in accordance with the existing Contract and Tracy Municipal Code Section 12.36.080, and authorizes the Finance Department to close the project.

BACKGROUND AND LEGISLATIVE HISTORY

On October 1, 2024, the City Council approved and awarded a construction contract (Contract), attached hereto as Attachment A, for the Tracy Boulevard Sidewalk Gap Closure Improvement Project, CIP 73175 (Project). The Contract was awarded to Franco Engineering, Inc., of Tracy, California, in the amount of $392,300, pursuant to Resolution No. 2024-166. The resolution also authorized the City Manager to approve contract change orders up to the specified contingency amount of $58,845, if needed.

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

Bond Type	Amount
Faithful Performance Security	$ 392,300
Labor and Material Security	$ 392,300
Warranty Security	$ 39,230

ANALYSIS

The Contractor has now completed all work required in accordance with the plans and specifications. The City Engineer has inspected the completed work and confirmed that all work conforms to the Project plans and specifications and has been completed within the time frame of the original Contract and approved change orders. Subject to City Council's approval, a Notice of Completion for the CIP will be recorded with the San Joaquin County Recorder's Office. Filing the Notice of Completion by the City Clerk will finalize acceptance of the Project pursuant to Tracy Municipal Code Section 12.36.110. The Project carries a one-year Warranty Bond for all construction improvements.
Faithful Performance Bonds may be released upon the City's acceptance of the improvements.

Labor and Material Bonds may be released six months after the recordation of the Notice of Completion, pursuant to Tracy Municipal Code section 12.36.080. The Warranty Bond may be released one (1) year after the City accepts the improvements and any warranty work is completed to the City's satisfaction.

FISCAL IMPACT

The Tracy Boulevard Sidewalk Gap Closure Improvements Project, CIP 73175, is an approved Capital Improvement Project with a budget of $924,581, with a total project cost of $608,294.

Final project costs for all phases are as follows:

A.	Construction Contract Amount	$ 392,300
B.	Approved Change Orders	$34,639
C.	Cost Overruns	$21,033
D.	Design, construction management, inspection, Testing & miscellaneous project management expenses	$157,449
	Total Project Costs	$605,421
	Total Budget Amount	$924,581
	Budget Remaining	$319,161

The following table lists current balances remaining in CIP 73175, and remaining funds will be released back to fund balance as follows:

Funding Source	Budget	Expenses	Balance
242 - Measure K	$ 658,581	$ 605,421	$ 53,160
245 - Gas Tax	$ 200,000	$ -	$ 200,000
301 - General Fund Projects	$ 66,000	$ -	$ 66,000
Current Budget	**$ 924,581**	**$ 605,421**	**$ 319,161**

PUBLIC OUTREACH / INTEREST

Not applicable.

COORDINATION

Coordination took place within the Public Works Engineering Division and the Public Works Operations and Utilities Divisions.

CEQA DETERMINATION

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

STRATEGIC PLAN

This agenda item supports the City of Tracy's Quality of Life and Public Safety Strategic Priority by improving the appearance of our City and by building relationships with community members to enhance communication, collaboration and trust.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution to (1) accept the construction improvements for Tracy Boulevard Sidewalk Gap Closure Improvements Project, Capital Improvement Project 73175, constructed by Franco Engineering, Inc., as complete, and (2) authorize the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office, and (3) authorizing the City Engineer to release the Improvement Security and Retention payment in accordance with the Project Contract and Tracy Municipal Code Section 12.36.080, and (4) authorize the Finance Department to close the Project.

Prepared by: Miguel Hernandez, Construction Project Manager

Reviewed by: 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

Attachments: A – Project Contract – Franco Engineering, Inc.

Docusign Envelope ID: E4E16281-76E3-46AD-BAF3-9F29BADC2F99

Contract

This public works contract ("Contract") is entered into by and between the City of Tracy ("City") and Franco Engineering, Inc. ("Contractor") for work on the Tracy Boulevard Sidewalk Gap Closure Improvements Project, CIP 73175.

The parties agree as follows:

1. **Award of Contract**. In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On October 1, 2024, City authorized award of this Contract to Contractor for the amount of Contractor's bid.

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

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

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

4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor Three hundred ninety-two thousand three hundred Dollars ($392,300.00) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.

5. **Time for Completion.** Contractor will complete the Work for the Project within one hundred twenty (120) calendar days from the commencement date given in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.

6. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of One Thousand Dollars ($1,000) for each calendar day of unexcused delay in completion, and the Contract Price will be reduced accordingly.

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7. **Labor Code Compliance.**

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

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

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

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

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

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

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

    City:

    City of Tracy - Engineering
    Attn: Koosun Kim, PE City Engineer
    Address: 333 Civic Center Plaza
    City/State/Zip: Tracy, CA 95376
    Email: Miguel.Hernandez@cityoftracy.org
    Copy to: Adrianne Richardson, City Clerk

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Contractor:

Name: Franco Engineering, Inc.
Address: 8657 Waterwell Way
City/State/Zip: Tracy, CA 95304
Phone: (209) 831-0713
Attn: Carlos Franco
Email: francoengineeringinc@gmail.com

12. General Provisions.

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

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

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

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

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

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

[Signatures are on the following page.]

Docusign Envelope ID: E4E16281-76E3-46AD-BAF3-9F29BADC2F99

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

CITY:

Signed by:

s/ _____
49AF45A4DBED482...

~~Midori Lichtwardt/City Manager~~
Dan Arriola /Mayor

Date: 1/21/2025 | 3:27 PM PST

Approved as to form:

Signed by:

s/ Kamalpreet Gill
954528B94705424...

~~Bijal Patel/City Attorney~~
for Andrew Shen/Interim City Attorney

Date: 1/16/2025 | 5:01 PM PST

Attest:

DocuSigned by:

s/ Adrianne Richardson
C9C960E26FF741C..., City Clerk

Adrianne Richardson/City Clerk

Date: 1/21/2025 | 3:30 PM PST

CONTRACTOR: Franco Engineering, Inc
Business Name

s/ _____

Seal:

Carlos Franco / CEO
Name/Title [print]

Date: 11/1/2024

Second Signature (See Section 12.6):

s/ _____

Carlos Franco / Secretary
Name/Title [print]

Date: 11/1/2024

1098681 / 11/30/2024
Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT

Docusign Envelope ID: E4E16281-76E3-46AD-BAF3-9F29BADC2F99

Bond #: GFB 7474343
Premium: $11,769.00

Premium is for Contract Term and is Subject to adjustment based on Final Contract Price

Performance Bond

The City of Tracy ("City") and Franco Engineering, Inc. ("Contractor") have entered into a contract, dated October 1, 2024 ("Contract") for work on the Tracy Boulevard Sidewalk Gap Closure Improvements Project, CIP 73175. The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, Contractor as Principal and Old Republic Surety Company, its surety ("Surety"), are bound to City as obligee for an amount not less than $ 392,300.00. By executing this Bond, Contractor and Surety bind themselves and their respective heirs, executors, administrators, successors, and assigns, jointly and severally, to the provisions of this Bond.

2. **Surety's Obligations; Waiver.** If the Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety's obligations under this Bond will become void upon recordation of the notice of completion, provided the Contractor has timely provided a warranty bond as required under the Contract. Otherwise, Surety's obligations will remain in effect until the expiration of the one-year warranty period under the Contract. Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code sections 2819 and 2845.

3. **Application of Contract Balance.** Upon making a demand on this Bond, the City will make the Contract Balance available to Surety for the completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by the City to the Contractor as the Contract Price minus amounts already paid to the Contractor, and minus any liquidated damages, credits, or back charges to which the City is entitled under the terms of the Contract.

4. **Contractor Default.** Upon written notification from the City that the Contractor is in default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:

   4.1 Arrange for completion of the Work under the Contract by Contractor, with City's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;

   4.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to City, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense, or

   4.3 Waive its right to complete the Work under the Contract and reimburse City the amount of City's costs to have the remaining Work completed.

5. **Surety Default.** If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.

6. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

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Attn: Justin Vinzant
Address: 515 W Landscape Place Suite 102
City/State/Zip: Sioux Falls, SD 57108
Phone: 605-401-0359
Fax:
Email: jvinzant@orsurety.com

7. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court for the County in which the Project is located, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce this Bond.

8. **Effective Date; Execution.** This Bond is entered into and effective on October 24, 2024. Two identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

SURETY: Old Republic Surety Company
Business Name

s/

Attorney-In-Fact: Justin Smit
Name/Title [print]

(Acknowledgment with Surety's Notary Seal and Surety's Power of Attorney must be attached.)

CONTRACTOR: Franco Engineering, Inc.
Business Name

s/

Carlos Franco / CEO
Name/Title [print]

s/

Carlos Franco / Secretary
Name/Title [print]

APPROVED BY CITY:

s/
Miguel Hernandez/Construction Project Manager

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ACKNOWLEDGMENT

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

State of California
County of Fresno)

On October 24, 2024 beforeme, Roberta Voss Notary Public
(insert name and title of the officer)

personallyappeared Justin Smit,
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.

ROBERTA VOSS
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2387978
FRESNO COUNTY
My Comm. Exp. January 19, 2026

Signature Roberta Voss (Seal)

Docusign Envelope ID: E4E16281-76E3-46AD-BAF3-9F29BADC2F99

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Roberta Voss, Justin Smit of Fresno, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 16th day of August, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 16th day of August, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

31 1047

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 24th day of October, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

DiBuduo & Defendis Ins Brokers

Docusign Envelope ID: E4E16281-76E3-46AD-BAF3-9F29BADC2F99

Bond #: GFB 7474343

Payment Bond

The City of Tracy ("City") and Franco Engineering, Inc. ("Contractor") have entered into a contract, dated October 1, 2024 ("Contract") for work on the Tracy Boulevard Sidewalk Gap Closure Improvements Project, CIP 73175. The Contract is incorporated by reference into this Payment Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and Old Republic Surety Company, its surety ("Surety"), are bound to City as obligee in an amount not less than $392,300.00, under California Civil Code sections 9550, et seq.

2. **Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay any of the persons named in California Civil Code section 9100 amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors, under California Unemployment Insurance Code section 13020, with respect to the work and labor, then Surety will pay for the same.

3. **Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code section 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.

4. **Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be void. Otherwise, Surety's obligations will remain in effect.

5. **Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code sections 2819 and 2845. City waives requirement of a new bond for any supplemental contract under Civil Code section 9550. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

   Attn: Justin Vinzant
   Address: 515 W Landscape Place Suite 102
   City/State/Zip: Sioux Falls, SD 57108
   Phone: 605-401-0359
   Fax:
   Email: jvinzant@orsurety.com

6. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court of the County in which the Project is located, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce this Bond.

Docusign Envelope ID: E4E16281-76E3-46AD-BAF3-9F29BADC2F99

7. **Effective Date; Execution.** This Bond is entered into and is effective on October 24, 20 24. Two identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

SURETY: Old Republic Surety Company
Business Name

s/ _____

Attorney-In-Fact: Justin Smit
Name/Title [print]

(Acknowledgment with Surety's Notary Seal and Surety's Power of Attorney must be attached.)

CONTRACTOR: Franco Engineering, Inc.
Business Name

s/ _____

Carlos Franco / CEO
Name/Title [print]

s/ _____

Carlos Franco / Secretary
Name/Title [print]

APPROVED BY CITY:

s/ _____
Miguel Hernandez/Construction Project Manager

END OF PAYMENT BOND

Docusign Envelope ID: E4E16281-76E3-46AD-BAF3-9F29BADC2F99

ACKNOWLEDGMENT

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

State of California
County of Fresno)

On October 24, 2024 beforeme, Roberta Voss Notary Public
(insert name and title of the officer)

personallyappeared Justin Smit,
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.

ROBERTA VOSS
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2387978
FRESNO COUNTY
My Comm. Exp. January 19, 2026

Signature Roberta Voss (Seal)

Docusign Envelope ID: E4E16281-76E3-46AD-BAF3-9F29BADC2F99

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Roberta Voss, Justin Smit of Fresno, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 16th day of August, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 16th day of August, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

31 1047

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 24th day of October, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

DiBuduo & Defendis Ins Brokers

Docusign Envelope ID: E4E16281-76E3-46AD-BAF3-9F29BADC2F99

Bond #:

Warranty Bond

The City of Tracy ("City") and Franco Engineering, Inc. ("Contractor") have entered into a contract, dated October 1, 2024 ("Contract") for work on the Tracy Boulevard Sidewalk Gap Closure Improvements Project, CIP 73175. The Contract is incorporated by reference into this Warranty Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and Old Republic Surety Company its surety ("Surety"), are bound to City as obligee in the maximum amount of 10% of the final Contract Price, unless otherwise specified in the Contract Documents.

2. **Warranty Period.** The Contract requires Contractor to guarantee its Work and that of its Subcontractors on the Project, against defects in materials or workmanship which are discovered during the one year period commencing with recordation of the notice of completion (the "Warranty Period").

3. **Surety's Obligations.** If Contractor faithfully carries out and performs its guarantee under the Contract, and, on due notice from City, repairs and make good at its sole expense any and all defects in materials and workmanship in the Project which are discovered during the Warranty Period, or if Contractor promptly reimburses City for all loss and damage that City sustains because of Contractor's failure to makes such repairs in accordance with the Contract requirements, then Surety's obligations under this Bond will be void. Otherwise, Surety's obligations will remain in effect.

4. **Waiver.** Surety waives the provisions of Civil Code sections 2819 and 2845.

5. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

   Attn: Justin Vinzant
   Address: 515 W Landscape Place Suite 102
   City/State/Zip: Sioux Falls, SD 57108
   Phone: 605-401-0359
   Fax:
   Email: jvinzant@orsurety.com

6. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court in which the Project is located, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce this Bond.

7. **Effective Date; Execution.** This Bond is entered into and is effective on October 24, 2024. Two identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

[Signatures are on the following page.]

Docusign Envelope ID: E4E16281-76E3-46AD-BAF3-9F29BADC2F99

SURETY: Old Republic Surety Company
Business Name

s/ _____

Attorney-In-Fact: Justin Smit
Name/Title [print]

(Acknowledgment with Surety's Notary Seal and Surety's Power of Attorney must be attached.)

CONTRACTOR: Franco Engineering, Inc.
Business Name

s/ _____

Carlos Franco / CEO
Name/Title [print]

s/ _____

Carlos Franco / Secretary
Name/Title [print]

APPROVED BY CITY:

s/ _____
Miguel Hernandez/Construction Project Manager

END OF WARRANTY BOND

Docusign Envelope ID: E4E16281-76E3-46AD-BAF3-9F29BADC2F99

General Conditions

Article 1 - Definitions

Definitions. The following definitions apply to all of the Contract Documents unless otherwise indicated. Defined terms and titles of documents are capitalized in the Contract Documents, with the exception of the following in any tense or form: "day," "furnish," "including," "install," "work day" or "working day."

Allowance means a specific amount that must be included in the Bid Proposal for a specified purpose.

Docusign Envelope ID: E4E16281-76E3-46AD-BAF3-9F29BADC2F99

ACKNOWLEDGMENT

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

State of California
County of Fresno)

On October 24, 2024 beforeme, Roberta Voss Notary Public
(insert name and title of the officer)

personallyappeared Justin Smit,
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.

TGJ1 ROBERTA VOSS TGJ1
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2387978
FRESNO COUNTY
My Comm. Exp. January 19, 2026

Signature Roberta Voss (Seal)

Docusign Envelope ID: E4E16281-76E3-46AD-BAF3-9F29BADC2F99

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Roberta Voss, Justin Smit of Fresno, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 16th day of August, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 16th day of August, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

31 1047

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 24th day of October, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

DiBuduo & Defendis Ins Brokers

Docusign Envelope ID: E4E16281-76E3-46AD-BAF3-9F29BADC2F99

FRANENG-01 DLINVILLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E02096 DiBuduo & DeFendis Insurance Brokers, LLC 6873 N. West Ave, Ste 101 Fresno, CA 93711	CONTACT NAME: PHONE (A/C, No, Ext): (559) 432-0222 FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Ategrity Specialty Insurance Company — 16427
INSURED Franco Engineering, Inc. 8657 Waterwell Way Tracy, CA 95304	INSURER B : Infinity Select Insurance Company — 20260
	INSURER C : Scottsdale Insurance Company — 41297
	INSURER D : Accredited Surety and Casualty Company Inc.
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	01CPKP20070611-01	12/22/2023	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	50000704701	12/15/2023	12/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CXS4015294	12/22/2023	1/1/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	1ATCA16008023-0	1/1/2024	1/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Tracy Blvd Improvements Project

The City, its officials, officers, employees, agents, volunteers and consultants are hereby named as Additilonal Insureds as respects General Liability per form #ASIC-GL-0028-0818 attached . Waiver of Subrogation applies as respects General Liability per form #CG24040509 attached. Primary Wording applies as respects General Liability per form #CG20010413 attached. Waiver of Subrogation Applies as respects Workers Compensation per company form #WC040306 attached. Additional Insured applies as respects Auto Liability per form #50461AIS01, waiver of subrogation as respects Auto Liability per form #50461SWF01, forms to follow. 30 Day Notice of Cancellation applies as respects Workers Compensation per company forms, 10 Days Notice of Cancellation applies as respects auto liability and general liability per company forms. Umbrella liability is following form.

CERTIFICATE HOLDER	CANCELLATION
The City of Tracy, Development Services Department-Engineering Division 333 Civic Center Plaza Tracy, CA 95376	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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ATEGRITY SPECIALTY INSURANCE COMPANY ENDORSEMENT NO.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 AM STANDARD TIME)	NAMEDINSURED	AGENT NO.
01-C-PK-P20070611-01	12/22/2023	Franco Engineering, Inc.	0000002017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERICAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

a. Currently in effect or becoming effective during the term of the policy; and

b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
   a. Your acts or omissions; or
   b. The acts or omissions of those acting on your behalf.

   A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. Exclusions of **SECTION I— COVERAGES:**

   This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   b. That portion of "your work" out of which the in- jury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

   a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
   b. Supervisory, inspection, architectural or engineering activities.

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6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be primary.

   When this insurance is excess, we will have no duty under SECTION I—COVERAGES to defend the additional insured against any "suit" if any other in- surer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.
Includes some copyrighted material of Insurance Services Office, Inc., with its permission.

11/6/24

AUTHORIZED REPRESENTATIVE / DATE

Docusign Envelope ID: E4E16281-76E3-46AD-BAF3-9F29BADC2F99

POLICY NUMBER:01-C-PK-P20070611-01

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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Docusign Envelope ID: E4E16281-76E3-46AD-BAF3-9F29BADC2F99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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Docusign Envelope ID: E4E16281-76E3-46AD-BAF3-9F29BADC2F99

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 04 03 06**
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	**Job Description**
Blanket Waiver of Subrogation	As respects to all CA jobs performed by the named insured during the policy period where by written contract a waiver of subrogation is required prior to the commencement of work.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01-01-2024
Insured
Franco Engineering, Inc. (a Corp)

Policy No. FLA020182-01
Insurance Company
Falls Lake Fire & Casualty Company

Endorsement No. 1

Countersigned By _____

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dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **1098681** Entity CORP

Business Name FRANCO ENGINEERING INC

Classification(s) A

Expiration Date 11/30/2024 www.cslb.ca.gov

CSLB

Docusign Envelope ID: E4E16281-76E3-46AD-BAF3-9F29BADC2F99

BA20220863168

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STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File No.: BA20220863168
Date Filed: 9/19/2022

Entity Details

Corporation Name	FRANCO ENGINEERING, INC
Entity No.	5201457
Formed In	CALIFORNIA

Street Address of Principal Office of Corporation

Principal Address	8657 WATERWELL WAY TRACY, CA 95304

Mailing Address of Corporation

Mailing Address	8657 WATERWELL WAY TRACY, CA 95304
Attention	CARLOS D FRANCO

Street Address of California Office of Corporation

Street Address of California Office	None

Officers

Officer Name	Officer Address	Position(s)
+ Carlos D Franco	8657 WATERWELL WAY TRACY, CA 95304	Chief Executive Officer, Chief Financial Officer, Secretary

Additional Officers

Officer Name	Officer Address	Position	Stated Position
None Entered			

Directors

Director Name	Director Address
+ Carlos D Franco	8657 WATERWELL WAY TRACY, CA 95304

The number of vacancies on Board of Directors is: 0

Agent for Service of Process

Agent Name	CARLOS D FRANCO
Agent Address	8657 WATERWELL WAY TRACY, CA 95304

Type of Business

Type of Business	Construction Services

Email Notifications

Opt-in Email Notifications	No, I do NOT want to receive entity notifications via email. I prefer notifications by USPS mail.

Labor Judgment

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

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Electronic Signature

☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

Carlos D Franco	*09/19/2022*
Signature	Date

B1110-5829 09/19/2022 3:23 PM Received by California Secretary of State

Docusign Envelope ID: E4E16281-76E3-46AD-BAF3-9F29BADC2F99

Bid Proposal

Tracy Boulevard Sidewalk Gap Closure Improvements Project, CIP 73175

Franco Engineering, Inc ("Bidder") hereby submits this Bid Proposal to the City of Tracy ("City") for the above-referenced ("Project") in response to the Notice Inviting Bids and in accordance with the Contract Documents referenced therein.

1. **Base Bid.** Bidder proposes to perform and complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the Work, including all labor, materials, supplies, and equipment and all other direct or indirect costs including, but not limited to, taxes, insurance and all overhead for the following price ("Base Bid"):
   $ 392,300.00.

2. **Addenda.** Bidder agrees that it has confirmed receipt of or access to, and review of all addenda issued for this Bid. Bidder specifically acknowledges receipt of the following addenda:

Addendum:	Date Issued:	Addendum:	Date Issued:
#01	7/25/24	#05	
#02		#06	
#03		#07	
#04		#08	

3. **Bidder's Warranties.** By signing and submitting this Bid Proposal, Bidder warrants the following:

   3.1 **Examination of Contract Documents.** Bidder has thoroughly examined the Contract Documents, and represents that, to the best of Bidder's knowledge there are no errors, omissions, or discrepancies in the Contract Documents subject to the limitations of Public Contract Code section 1104.

   3.2 **Examination of Worksite.** Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.

   3.3 **Bidder is Qualified.** Bidder is qualified to perform the Work.

   3.4 **Responsibility for Bid.** Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed Bid.

4. **Award of Contract** . By signing and submitting this Bid Proposal, Bidder agrees that if Bidder is awarded the Contract for the Project, that within ten days following issuance of the notice of award to Bidder, Bidder will do all of the following:

   4.1 **Execute Contract.** Enter into the Contract with City in accordance with the terms of this Bid Proposal, by signing and submitting to City the Contract prepared by City using the form included with the Contract Documents;

   4.2 **Submit Required Bonds.** Submit to City a payment bond and a performance bond, each for 100% of the Contract Price, and a warranty bond for 10% of the Contract Price, using the bond forms provided and in accordance with the requirements of the Contract Documents; and

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4.3 **Insurance Requirements.** Submit to City the insurance certificate(s) and endorsement(s) as required by the Contract Documents.

5. **Bid Security.** As a guarantee that, if awarded the Contract, Bidder will perform its obligations under Section 4, above, Bidder is enclosing bid security in the amount of ten percent of its maximum bid amount in one of the following forms:

____ A cashier's check or certified check payable to City and issued by _____ in the amount of $_____.

✓ A bid bond, using the Bid Bond form included with the Contract Documents, payable to City and executed by a surety licensed to do business in the State of California.

This Bid Proposal is hereby submitted on July 30, 2024

s/ [signature]	President Name and Title [print]
s/ [signature] *[See section 3 of Instructions to Bidders]*	Secretary Name and Title [print]
Franco Engineering, Inc Company Name	1098681, A License # and Classification
8657 Waterwell Way Address	1000995197 DIR Registration #
Tracy, CA 95304 City, State, Zip	209.831.0713 Phone
Carlos Franco Contact Name	francoengineeringinc@gmail.com Contact Email

END OF BID PROPOSAL

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Bid Schedule

This Bid Schedule must be completed in ink and must be included with the sealed Bid Proposal. Pricing must be provided for each Bid Item as indicated. Items marked "(SW)" are Specialty Work that must be performed by a qualified Subcontractor. The lump sum or unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the "Extended Total Amount" column must be identical to the Base Bid price entered in Section 1 of the Bid Proposal Form.

AL = Allowance CF = Cubic Feet CY = Cubic Yard EA = Each LB = Pounds
LF = Linear Foot LS = Lump Sum SF = Square Feet TON = Ton (2000 lbs.)

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
1	Mobilization and Demobilization	1	LS	25,000	25,000
2	Traffic Control and General Safety	1	LS	22,000	22,000
3	Notification	1	LS	2,000	2,000
4	Erosion Control	1	LS	5,000	5,000
5	Construction Staking	1	LS	12,000	12,000
6	Earthwork & Grading	1	LS	35,000	35,000
7	Concrete Sidewalk Installation	±12,700	SF	19	241,300
8	ADA Curb Ramp Installations	2	EA	7,500	15,000
9	Miscellaneous Work	1	LS	35,000	35,000

TOTAL BASE BID: Items 1 through 9 inclusive: $ 392,300.00

[Note: The amount entered as the "Total Base Bid" should be identical to the Base Bid amount entered in Section 1 of the Bid Proposal form.]

BIDDER NAME: Franco Engineering, Inc.

END OF BID SCHEDULE

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Subcontractor List

For each Subcontractor who will perform a portion of the Work in an amount in excess of one-half of 1% of the Bidder's total Contract Price,[1] Bidder must list a description of the Work, the name of the Subcontractor, its California contractor license number, the location of its place of business, DIR registration number, and the percentage of Work to be performed, measured as a percentage of the Base Bid amount. **Bidders: Please print legibly. Illegible forms may be rejected.**

DESCRIPTION OF WORK	SUBCONTRACTOR NAME	CALIFORNIA CONTRACTOR LICENSE NO.	LOCATION OF BUSINESS	DIR REG. NO.	PERCENT OF WORK
Construction Staking	Mike O'Dell Surveys	N/A	2030 Union St #206 SF, CA	1000045470	3%

END OF SUBCONTRACTOR LIST

[1] For street or highway construction this requirement applies to any subcontract of $10,000 or more.

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Non-Collusion Declaration

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President [title] of Franco Engineering, Inc [business name], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid and will not pay, any person or entity for such purpose.

This declaration is intended to comply with California Public Contract Code section 7106 and Title 23 U.S.C section 112.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 7/30/2024 [date], at Tracy [city], CA [state].

s/ Carlos Franco

Carlos Franco
Name [print]

END OF NONCOLLUSION DECLARATION

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Bid Bond

Franco Engineering, Inc. ("Bidder") has submitted a bid, dated July 30, 20 24 ("Bid"), to the City of Tracy ("City") for work on the Tracy Boulevard Sidewalk Gap Closusre Improvements Project, CIP 73175. Under this duly executed bid bond ("Bid Bond"), Bidder as Principal and Old Republic Surety Company, its surety ("Surety"), are bound to City as obligee in the penal sum of ten percent of the maximum amount of the Bid (the "Bond Sum"). Bidder and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, as follows:

1. **General.** If Bidder is awarded the Contract for the Project, Bidder will enter into the Contract with City in accordance with the terms of the Bid.

2. **Submittals.** Within ten days following issuance of the notice of award to Bidder, Bidder must submit to City the following:

   2.1 **Contract.** The executed Contract, using the form provided by City in the Project contract documents ("Contract Documents");

   2.2 **Payment and Performance Bonds.** A payment bond and a performance bond, each for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Payment Bond and Performance Bond forms included with the Contract Documents;

   2.3 **Warranty Bond.** A warranty bond for 10% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Warranty Bond form included with the Contract Documents; and

   2.4 **Insurance.** The insurance certificate(s) and endorsement(s) required by the Contract Documents, and any other documents required under the Instructions for Bidders.

3. **Enforcement.** If Bidder fails to execute the Contract and to submit the bonds and insurance certificates as required by the Contract Documents, Surety guarantees that Bidder forfeits the Bond Sum to City. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

   Attn: Justin Vinzant
   Address: 515 W Landscape Place Suite 102
   City/State/Zip: Sioux Falls, SD 57108
   Phone: 605-401-0359
   Fax:
   Email: jvinzant@orsurety.com

4. **Duration; Waiver.** If Bidder fulfills its obligations under Section 2, above, then this obligation will be void; otherwise it will remain in effect for 90 days following award of the Contract or until this Bid Bond is returned to Bidder, whichever occurs first. Surety waives the provisions of Civil Code sections 2819 and 2845.

[Signatures are on the following page.]

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This Bid Bond is entered into and effective on July 24, 20 24.

SURETY: Old Republic Surety Company
Business name

s/ _____

Attorney-In-Fact: Justin Smit
Name/Title

(Acknowledgement with Notary Seal for Surety, and Surety's Power of Attorney Certificate must be attached.)

CONTRACTOR: Franco Engineering, Inc.
Business name

s/ _____

Carlos Franco, President
Name/Title

END OF BID BOND

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ACKNOWLEDGMENT

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

State of California
County of Fresno)

On July 24, 2024 beforeme, Roberta Voss Notary Public
(insert name and title of the officer)

personallyappeared Justin Smit,
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.

ROBERTA VOSS
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2387978
FRESNO COUNTY
My Comm. Exp. January 19, 2026

Signature Roberta Voss (Seal)

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OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Roberta Voss, Justin Smit of Fresno, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 16th day of August, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 16th day of August, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

31 1047

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 24th day of July, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

DiBuduo & Defendis Ins Brokers

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Bidder's Questionnaire

TRACY BOULEVARD SIDEWALK GAP CLOSURE IMPROVEMENTS PROJECT, CIP 73175

Each Bid Proposal must be accompanied by a completed, signed Bidder's Questionnaire using this form, including all required attachments and clearly labeled additional sheets, if needed. The Questionnaire must be filled out completely, accurately, and legibly. Any errors, omissions, or misrepresentations in completion of the Questionnaire may be grounds for rejection of the bid or termination of a Contract awarded pursuant to the bid.

Part 1: General Information

Bidder Business Name: Franco Engineering, Inc ("Bidder")

Check One:
- ✓ Corporation
- ___ Partnership
- ___ Sole Proprietorship
- ___ Joint Venture of: _____
- ___ Other: _____

Address: 8657 Waterwell Way Tracy, CA 95304

Phone: 209.831.0713

Owner of Business: Carlos Franco

Contact Person: Carlos Franco

Email: francoengineeringinc@gmail.com

Bidder's California Contractor's License Number(s): 1098681

Part 2: Bidder Experience

1. How many years has Bidder been in business under its present business name? 2 years

2. Has Bidder completed projects similar in type and size to this Project as a general contractor?
✓ Yes ___ No

3. Has Bidder ever been disqualified on grounds that it is not responsible?
___ Yes ✓ No

If yes, provide additional information on a separate sheet of paper regarding the disqualification, including the name and address of the agency or owner of the subject project, the type and size of the project, the reasons that Bidder was disqualified as not responsible, and the month and year in which the disqualification occurred.

4. Has Bidder ever been terminated from a construction project, either as a general contractor or as a subcontractor?
___ Yes ✓ No

If yes, provide additional information on a separate sheet of paper regarding the termination, including the name and address of the agency or owner of the subject project, the type and size

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of the project, whether Bidder was under contract as a general contractor or a subcontractor, the reasons that Bidder was terminated, and the month and year in which the termination occurred.

5. Provide information about Bidder's past projects performed as a general contractor as follows:

5.1 Six most recently completed public works projects within the last three years;

5.2 Three largest completed projects within the last three years; and

5.3 Any project which is similar to this Project including the magnitude and character of the work.

6. Use separate sheets of paper to provide all of the following information for each project identified in response to the above three categories:

6.1 Project name
6.2 Location
6.3 Owner
6.4 Owner contact (name and current phone number)
6.5 Architect or engineer name
6.6 Architect or engineer contact (name and current phone number)
6.7 Project manager (name and current phone number)
6.8 Description of project and scope of work performed
6.9 Initial contract value (at time of bid award)
6.10 Final cost of construction (including change orders)
6.11 Original scheduled completion date
6.12 Time extensions granted (number of days)
6.13 Actual date of completion
6.14 Number and amount of stop notices or mechanic's liens filed
6.15 Amount of liquidated damages assessed against Bidder
6.16 Nature and resolution of any claim, lawsuit, and/or arbitration between Bidder and the owner.

Part 3: Verification

In signing this document, I, the undersigned, declare that I am duly authorized to sign and submit this Bidder's Questionnaire on behalf of the named Bidder, and that all responses and information set forth in this Bidder's Questionnaire and accompanying attachments are, to the best of my knowledge, true, accurate and complete as of the date of submission. **I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

Signature: _____ Date: 7/30/2024

By: Carlos Franco, President
Name and Title [print]

END OF BIDDER'S QUESTIONNAIRE

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6.13 11/03/2023
6.14 None. None.
6.15 None.
6.16 N/A

2.
6.1 3180 Manor Ave Offsite Improvements
6.2 3180 Manor Ave, Pleasant Hill, CA
6.3 Manor Place LLC
6.4 Indy Pahwa 510-409-9373, Owner
6.5 Humann Company, Inc, 925-283-5000
6.6 Izzat Nashashibi, 925-283-5000
6.7 Indy Pahwa 510-409-9373
6.8 Privately Funded Work in City ROW – Storm Drain, ADA Curb Ramps, Driveway, Curb & Gutter, Sidewalk, AC Paving, Striping & Signage
6.9 $124,500.00
6.10 $132,791.63
6.11 09/15/2023
6.12 12 working days
6.13 10/02/2023
6.14 None. None.
6.15 None.
6.16 N/A

3.
6.1 22/23 CDBG ADA Curb Ramp Installation Project
6.2 Various Locations, Pittsburg, CA
6.3 City of Pittsburg
6.4 John Samuelson 925-252-4271, Public Works Director/City Engineer
6.5 John Samuelson
6.6 John Samuelson
6.7 John Samuelson
6.8 Public Works – ADA Curb Ramps, Curb & Gutter, Sidewalk, AC Paving
6.9 $177,616.00
6.10 $212,893.46

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Bidder's Experience - Franco Engineering, Inc

5. Past Projects as a General Contractor.

5.1.

1. Seaview Avenue Storm Drain Inlet Installation
2. Sidewalk Gap Closure Improvements Oak Park Boulevard & Hook Avenue
3. 22/23 CDBG ADA Curb Ramp Installation Project

5.2.

1. Sidewalk Gap Closure Improvements Oak Park Boulevard & Hook Avenue
2. 3180 Manor Ave Offsite Improvements
3. 22/23 CDBG ADA Curb Ramp Installation Project

5.3.

1. Sidewalk Gap Closure Improvements Oak Park Boulevard & Hook Avenue
2. 3180 Manor Ave Offsite Improvements
3. 22/23 CDBG ADA Curb Ramp Installation Project

6.

1.
6.1 Sidewalk Gap Closure Improvements Oak Park Boulevard & Hook Avenue
6.2 Oak Park Blvd & Hook Ave, Pleasant Hill, CA
6.3 City of Pleasant Hill
6.4 Omar Adina 925-671-5260, City Assistant Engineer
6.5 Ananthan Kanagasundaram, City Engineer
6.6 Ananthan Kanagasundaram 925-671-5261, City Engineer
6.7 Omar Adina
6.8 Public Works – Storm Drain, ADA Curb Ramps, Driveway, Curb & Gutter, Sidewalk, AC Paving, Rectangular Rapid Flashing Beacons, Striping & Signage
6.9 $503,246.00
6.10 $750,496.50
6.11 09/19/2023
6.12 32 working days

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6.11 06/02/2023
6.12 6 working days
6.13 06/12/2023
6.14 None. None.
6.15 None.
6.16 N/A

4.
6.1 Seaview Avenue Storm Drain Installation
6.2 Seaview Ave & Madison Ave, Castro Valley, CA
6.3 Alameda County Public Works Agency
6.4 James Lai 510-670-6614, Supervising PW Inspector
6.5 Daniel Woldesenbet, County Engineer
6.6 Daniel Woldesenbet 510-670-5455, County Engineer
6.7 James Lai
6.8 Public Works – Storm Drain, 12" RCP, AC Paving
6.9 $59,000.00
6.10 $116,351.58
6.11 04/02/2024
6.12 7 working days
6.13 04/11/2023
6.14 None. None.
6.15 None.
6.16 N/A

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2025-_____

STAFF RECOMMENDS THAT THE CITY COUNCIL ADOPT A RESOLUTION:

(1) ACCEPTING THE CONSTRUCTION IMPROVEMENTS FOR TRACY BOULEVARD SIDEWALK GAP CLOSURE IMPROVEMENTS PROJECT, CAPITAL IMPROVEMENT PROJECT 73175, CONSTRUCTED BY FRANCO ENGINEERING, INC., AS COMPLETE, AND

(2) AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE SAN JOAQUIN COUNTY RECORDER'S OFFICE, AND

(3) AUTHORIZING THE CITY ENGINEER TO RELEASE THE IMPROVEMENT SECURITY AND RETENTION PAYMENT IN ACCORDANCE WITH THE PROJECT CONTRACT AND TRACY MUNICIPAL CODE SECTION 12.36.080, AND

(4) AUTHORIZING THE FINANCE DEPARTMENT TO CLOSE THE PROJECT.THE FINANCE DEPARTMENT TO THE CLOSE THE PROJECT.

WHEREAS, on October 1, 2024, the City Council approved and awarded a construction contract, pursuant to Resolution 2024-166, to Franco Engineering, Inc. of Tracy California (Contractor), in the amount of $392,300 for the Tracy Boulevard Sidewalk Gap Closure Improvements Project, CIP 73175 (Project); and

WHEREAS, the City Manager also had the authorization to approve contract change orders up to the specified contingency amount of $58,845.00, if needed; and

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

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

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

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

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

Bond Type	Amount
Faithful Performance Security	$ 392,300.00
Labor and Material Security	$ 392,300.00
Warranty Security	$ 39,230.00

; and

WHEREAS, Faithful Performance Bonds may be released upon acceptance of the improvements by the City; Labor and Material Bonds may be released six (6) months after recordation of the Notice of Completion, as the statute of limitations period expires in accordance with Civil Code §9356; and Warranty Bond may be released one (1) year after the City accepts the improvements and any warranty work is completed; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby accepts the construction improvements for the Tracy Boulevard Sidewalk Gap Closure Improvement Project, CIP 73175, as complete; and be it

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

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

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

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

****

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council 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, California

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

September 2, 2025

Agenda Item 1.F

RECOMMENDATION

Staff recommends that the City Council, by resolution, (1) accept public improvements for Tract 3957, Tracy Hills Village 8A as complete, and assume responsibility for the future maintenance and repairs, (2) accept public improvements for Tract 3958, Tracy Hills Village 8B as complete, and assume responsibility for the future maintenance and repairs, (3) authorize the City Engineer to release the Developer furnished bonds in accordance with the Subdivision Improvement Agreements, and (4) authorize the City Clerk to file Notices of Completions with the San Joaquin County Recorder's Office.

EXECUTIVE SUMMARY

Lennar Homes of California, Inc., a California Corporation (Developer), has completed public improvements for Tracy Hills Village 8A, Tract 3957, containing 71 single-family residential lots, and Tracy Hills Village 8B, Tract 3958, containing 68 single-family residential lots, in accordance with the Subdivision Improvement Agreements, improvement plans, and specifications. These subdivisions are generally located west of Corral Hollow Road and south of Tracy Hills Drive, as shown in Attachment "A". Staff recommends City Council accept the improvements as completed, authorize City Clerk to file Notices of Completion, and authorize the City Engineer to release the Developer's bonds.

BACKGROUND AND LEGISLATIVE HISTORY

On April 5, 2016, by Resolution 2016-062, City Council certified the Tracy Hills Specific Plan Final Subsequent Environmental Impact Report (Final SEIR) and adopted findings of fact, a statement of overriding considerations, and a mitigation monitoring program for the Tracy Hills Specific Plan Project (Application Numbers GPA 10-0001, SPA 13-0001, ZA 13-0001, DA 13-0001, TSM 13-0005, and TSM 16-0001).

On April 5, 2016, by Resolution 2016-066, City Council approved a Small-Lot Vesting Tentative Map for Tracy Hills Phase 1A, Application No. TSM 13-0005, subject to Conditions of Approval, and found it to be in compliance with the Final SEIR.

On October 2, 2018, by Resolution 2018-202, City Council approved the Final Subdivision Map and Subdivision Improvement Agreement for Tract 3957 Tracy Hills Village 8A with Lennar Homes of California, Inc., a California Corporation (Developer), a subdivision consisting of 71 single-family residential lots. The Subdivision Improvement Agreement required the Developer to perform the Scope of Work defined in the approved plans on file in the office of the City Engineer.

On March 19, 2019, by Resolution 2019-051, City Council approved the First Amendment to the Subdivision Improvement Agreement for Tract 3957 Tracy Hills Village 8A with Developer. The First Amendment added public landscaping and irrigation improvements defined in approved plans on file in the office of the City Engineer.

On March 19, 2019, by Resolution 2019-147, City Council approved an Improvement and Inspection Agreement (IIA) for Tract 3958, Tracy Hills Village 8B with Developer, allowing Developer to construct public improvements at its own risk and responsibility with periodic inspections by the City.

On May 19, 2020, by Resolution 2020-069, City Council approved the Final Subdivision Map and Subdivision Improvement Agreement (Agreement) for Tract 3958 Tracy Hills Village 8B with Developer, a subdivision consisting of 68 single-family residential lots. The Subdivision Improvement Agreement superseded the previous IIA and required Developer to perform the Scope of Work defined in approved plans on file in the office of the City Engineer

The aforementioned Subdivision Improvement Agreement for Tract 3957 Tracy Hills Village 8A, the First Amendment to the Subdivision Improvement Agreement for Tract 3957 Tracy Hills Village 8A, and the Subdivision Improvement Agreement for Tract 3958 Tracy Hills Village 8B are collectively referred to as "Agreement".

ANALYSIS

The Developer has completed all the work required to be done in accordance with the Agreement and has requested acceptance of the public improvements. The Engineering section of Public Works has inspected the completed work and confirmed that the improvements conform to the Agreement and are constructed to City plans and specifications.

The estimated cost of the public improvements is as follows:

Cost Breakdown Tract 3957 Village 8A:

Roadway Improvements	$901,360
Water	$255,173
Storm Drainage	$196,645
Sanitary Sewer	$307,120
Street Lighting	$113,300
Landscaping	$174,330
Total	$1,947,927
Dedicated Land Value	$520,000

Cost Breakdown Tract 3958 Village 8B:

Roadway Improvements	$732,831
Water	$249,535
Storm Drainage	$196,211
Sanitary Sewer	$249,178
Street Lighting	$122,100
Landscaping	$227,770
Total	$1,777,625
Dedicated Land Value	$523,000

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

1. **Subdivision Improvement Agreement for Tract 3957 Tracy Hills Village 8A**

Bond Type	
Faithful Performance	$1,732,214
Labor and Material	$1,732,214
Warranty	$173,221
Monumentation	$27,625

2. **First Amendment to Subdivision Improvement Agreement Tract 3957 Tracy Hills Village 8A**

Bond Type	
Faithful Performance	$174,330
Labor and Material	$174,330
Warranty	$17,433

3. **Subdivision Improvement Agreement for Tract 3958 Tracy Hills Village 8B**

Bond Type	
Faithful Performance	$1,777,625
Labor and Material	$1,777,625
Warranty	$177,763
Monumentation	$18,250

Faithful Performance bonds may be released upon acceptance of improvements by the City. Labor and Material bonds may be released six months after the recordation of the Notice of Completion, as the statute of limitations period expires in accordance with Tracy Municipal Code and Civil Code §9356. Warranty bond may be released one year after City acceptance of improvements and warranty work is completed.

Monumentation bond may be released upon City receipt of a letter from the project surveyor stating full payment has been received for the installation of monumentation, per Government Code Section 66496. The city is now in receipt of said letter.

A total of 5.20 acres has been dedicated as public right-of-way on the Final Map for Tracy Hills Village 8A, Tract 3957, and accepted by the City Clerk subject to satisfactory completion of improvements thereon. The land value is estimated at $520,000. The filing of Notice of Completion by the City Clerk will memorialize satisfactory completion of improvements per Tracy Municipal Code 12.36.110.

A total of 5.23 acres has been dedicated as public right-of-way on the Final Map for Tracy Hills Village 8B, Tract 3958, and accepted by the City Clerk, subject to satisfactory completion of

improvements thereon. The land value is estimated at $523,000. The filing of Notice of Completion by the City Clerk will memorialize satisfactory completion of improvements per Tracy Municipal Code 12.36.110.

Developer has completed all work required to be done in accordance with the Agreement and has requested acceptance of the public improvements. The City Engineer has inspected the completed work and confirmed that the improvements conform to the Agreement and City specifications and plans. Notice of Completion should now be filed by the City Clerk, to be recorded at San Joaquin County Recorder's Office. The project carries a one-year warranty bond for all public improvements.

FISCAL IMPACT

All improvements were completed by the Subdivider in accordance with the Agreement and there is no fiscal impact associated with this action. Future maintenance will be funded by a combination of HOA and CFD funding.

COORDINATION

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

CEQA DETERMINATION

This project is in compliance with the Final SEIR certified by City Council and no additional study is required.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

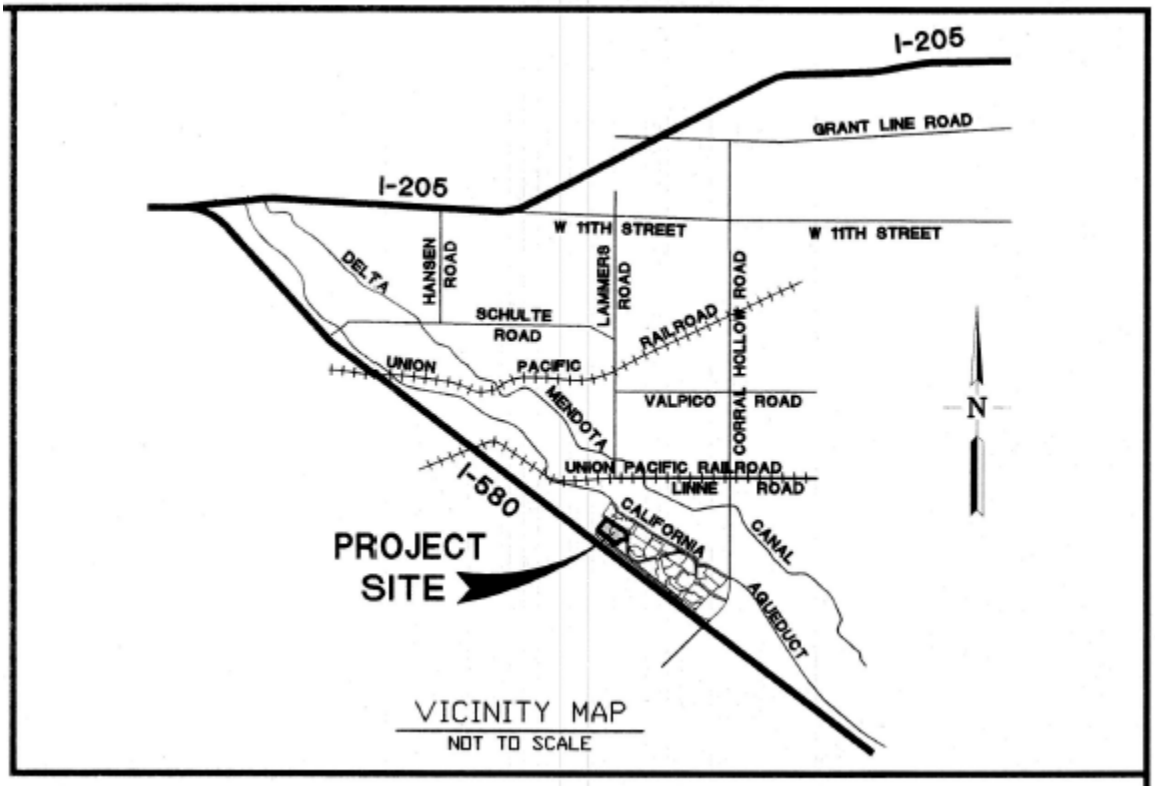
The City Council, by resolution, (1) accept public improvements for Tract 3957, Tracy Hills Village 8A as complete and assume responsibility for the future maintenance and repairs, (2) accept public improvements for Tract 3958, Tracy Hills Village 8B as complete and assume responsibility for the future maintenance and repairs, (3) authorize the City Engineer to release the Developer furnished bonds in accordance with the Subdivision Improvement Agreement, and (4) authorize the City Clerk to file Notice of Completions with the San Joaquin County Recorder's Office.

Prepared by: Miguel Hernandez, Construction Manager

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

Approved by: Midori Lichtwardt, City Manager

Attachments:
Attachment A – Location of Project



Attachment “A”

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2025-_____

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(1) ACCEPT PUBLIC IMPROVEMENTS FOR TRACT 3957 TRACY HILLS VILLAGE 8A AS COMPLETE, AND ASSUME RESPONSIBILITY FOR FUTURE MAINTENANCE AND REPAIRS; AND

(2) ACCEPT PUBLIC IMPROVEMENTS FOR TRACT 3958 TRACY HILLS VILLAGE 8B AS COMPLETE, AND ASSUME RESPONSIBILITY FOR FUTURE MAINTENANCE AND REPAIRS; AND

(3) AUTHORIZE THE CITY ENGINEER TO RELEASE THE DEVELOPER FURNISHED BONDS IN ACCORDANCE WITH THE SUBDIVISION IMPROVEMENT AGREEMENTS; AND

(4) AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION'S WITH THE SAN JOAQUIN COUNTY RECORDER'S OFFICE.

WHEREAS, On October 2, 2018, by Resolution 2018-202, City Council approved the Final Subdivision Map and Subdivision Improvement Agreement for Tract 3957 Tracy Hills Village 8A with Lennar Homes of California, Inc., a California Corporation (Developer), a subdivision consisting of 71 single-family residential lots, and

WHEREAS, On March 19, 2019, by Resolution 2019-051, City Council approved the First Amendment to the Subdivision Improvement Agreement for Tract 3957 Tracy Hills Village 8A for the construction of public landscaping improvements within Tracy Hills Village 8A, Tract 3890, and

WHEREAS, On May 19, 2020, by Resolution 2020-069, City Council approved the Final Subdivision Map and Subdivision Improvement Agreement for Tract 3958 Tracy Hills Village 8B with Lennar Homes of California, Inc., a California Corporation (Developer), a subdivision consisting of 68 single-family residential lots, and

WHEREAS, the City Engineer has inspected the completed work, found it to be in compliance with the Subdivision Improvement Agreement, and recommends acceptance by City Council; and

WHEREAS, 5.20 acres, valued at $520,000, was dedicated as public right-of-way on the Final Map for Tracy Hills Village 8A, Tract 3957 and accepted by the City Clerk subject to satisfactory completion of improvements thereon; and

WHEREAS, 5.23 acres, valued at $523,000, was dedicated as public right-of-way on the Final Map for Tract 3958 Tracy Hills Village 8B and accepted by the City Clerk subject to satisfactory completion of improvements thereon; and be it,

RESOLVED that City Council hereby accepts public improvements for Tract 3957, Tracy Hills Village 8A as complete and assume responsibility for the future maintenance and repairs; and be it

FURTHER RESOLVED: that City Council hereby accepts public improvements for Tract 3958, Tracy Hills Village 8B as complete and assume responsibility for the future maintenance and repairs; and be it

FURTHER RESOLVED: that the City Council authorizes the City Engineer to release the Developer furnished bonds in accordance with the terms of the Subdivision Improvement Agreement; and be it

FURTHER RESOLVED: that City Council authorizes the City Clerk to file the Notice of Completion's with the San Joaquin County Recorder's Office;

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 2nd day of September, 2025, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCIL MEMBERS:

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST:

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

September 2, 2025

Agenda Item 1.G

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution (1) accepting the Federal Aviation Administration's (FAA) Airport Improvement Project Grant, in the amount of $307,148; (2) appropriating the full grant amount to Capital Improvement Project 77603 – Upgrade Airfield Guidance Signs and Taxiway Designations; and (3) appropriating an additional $16,165 to CIP 77603 to meet the grant's requisite 5% match requirement.

EXECUTIVE SUMMARY

The State of California Division of Aeronautics (Caltrans) conducts a State permit compliance inspection annually. This is to ensure the airport is operating safely and is in compliance with all FAA guidelines. Once inspection is completed, an inspection report is submitted to the airport sponsor showing the results. If there are any compliance issues or recommendations, the sponsor is to coordinate with the Caltrans inspector to make any necessary corrections.

During the October 17, 2023 and the December 3, 2024 inspections, the inspector stated that many taxiway and taxiway directional sign faces along Runway 12/30, and Taxiway B were faded and needed replacing. They recommended replacing these sign faces as part of the regular maintenance program for the airport.

The upgrading of the taxiway designations and installation of new hold short signs at the runway /runway intersection will bring the airport up to current FAA standards.

BACKGROUND AND LEGISLATIVE HISTORY

The recommendations in the State inspection report illustrated the need for the replacement of old and faded taxiway and taxiway directional signs. To rectify this, a budget augmentation was submitted in March 2024 to the City and approved for FY 24/25 in the amount of $47,000. However, prior to work beginning, the FAA stated that they had changed its nomenclature policy for taxiways and runways and because of this, would provide funding for the replacement of all airfield guidance signs and upgrades to LED. This will provide safety of operations and increase energy efficiency. The upgrading of the taxiway designations and installation of new hold short signs at the runway / runway intersection will bring the airport up to current FAA standards. As such, instead of paying the original amount of $47,000 for some of the sign replacements and LED conversion kits, the City will pay $808 for all sign replacements and LED conversion kits.

Staff submitted a grant application to the Federal Aviation Administration (FAA) for the upgrade of the Airfield guidance signs and taxiway markings along with LED retrofit kits. A grant will be awarded in 2025 from the FAA to complete the project. The FAA will pay for 95% ($307,148) of grant eligible project costs through the Airport Improvement Project Program (AIP). The remaining cost of $16,165 will be paid through a State matching grant of $15,357 and $808 from the Airport Enterprise Fund to fulfill the grant obligation.

A Capital Improvement Project (CIP) request form for the proposed work (CIP 77603) was submitted in Fiscal Year (FY) 2024-25. To ensure that airports receive sufficient funds for completion of projects, FAA requires all submittal of projects funded by Airport Improvement grants to include current bids received for the planned Scope of Work prior to the issuance of grants. Typically grant acceptance is approved by the City Council after the grant has been awarded; however, the FAA timeline for grant acceptance is very short and requires pre-award acceptance to ensure that the City can meet the timeline

Engineering staff worked with Brandley Engineering, Inc. to prepare the plans and specifications for the Upgrade Airfield Guidance Signs and Taxiway Designations project. The project was advertised for competitive bids with bids received and publicly opened on April 28, 2023, at 2:00 pm with the following results:

Contractor:	Bid Amounts:
Studebakers Electric Inc.	Total Bid: $184,214
St. Francis Electric Inc.	Total Bid: $255,287.50
Royal Electric	Total Bid: $280,000

If the City does not receive the FAA grant monies, then the City anticipates using General Fund monies to advance this necessary CIP. The expectation is that these FAA grant monies would provide funding of up to 95% of the total costs.

ANALYSIS

Accepting this grant will allow the City to complete CIP 77603- Upgrade Airfield Guidance Signs and Taxiway Designations Project. The project will allow for the replacement of all markings and the upgrading of all lighting to a more efficient lighting system.

The total estimated cost of this project, if awarded to the lowest bidder, is as follows:

Construction:	$184,214
Engineering:	
Environmental Studies	$1,000
Project Formulation	$12,100
Engineering Design	30,000
Engineering Support during bidding and contract award	$7000
Engineering Support During Construction and Final Closeout	$25,000
Resident Engineering, Testing, and Inspection	$58,000
Administration:	$6,000
Total Project Cost	323,314
Participation Breakdown	
FAA Participation- Entitlement/Discretionary	$307,148
State Matching Grant	$15,357
Sponsor Local Match- City of Tracy	$808

FISCAL IMPACT

CIP 77603 - Upgrade Airfield Guidance Signs and Taxiway Designations Project has a budget of $323,314 with 95% of the project funded by an FAA Airport Improvement Project Grant in the amount of $307,148. The remaining cost of $16,165 will be paid through a State matching grant of $15,357 and $808 from the Airport Enterprise Fund. If the City does not receive the FAA grant monies, then the City anticipates using General Fund monies to advance this necessary CIP.

CEQA/NEPA DETERMINATION

The Federal Aviation Administration (FAA) has reviewed the environmental information submitted for the Proposed Upgrade Airfield Guidance Signs and Taxiway Designations at Tracy Municipal Airport (TCY), Tracy, California. The FAA has determined the proposed project is Categorically Excluded pursuant to FAA Order 1050.1F as it relates to the National Environmental Policy Act of 1969, as amended (NEPA). Therefore, no further federal environmental disclosure documentation for the proposed project is necessary for NEPA purposes.

As this is an airport project with federal funding, the proposed project Categorical Exclusion had to be reviewed and approved by the FAA. On December 19, 2024, the FAA had determined the proposed project was Categorically Excluded pursuant to FAA Order 1050.1Fas it relates to the National Environmental Policy Act of 1969, as amended (NEPA). No further federal environmental disclosure documentation for the project is necessary for NEPA purposes.

The Project is categorically exempt per CEQA Guidelines Section §15301 Existing Facilities, Class I category, which consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use, item (c) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities.

STRATEGIC PLAN

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

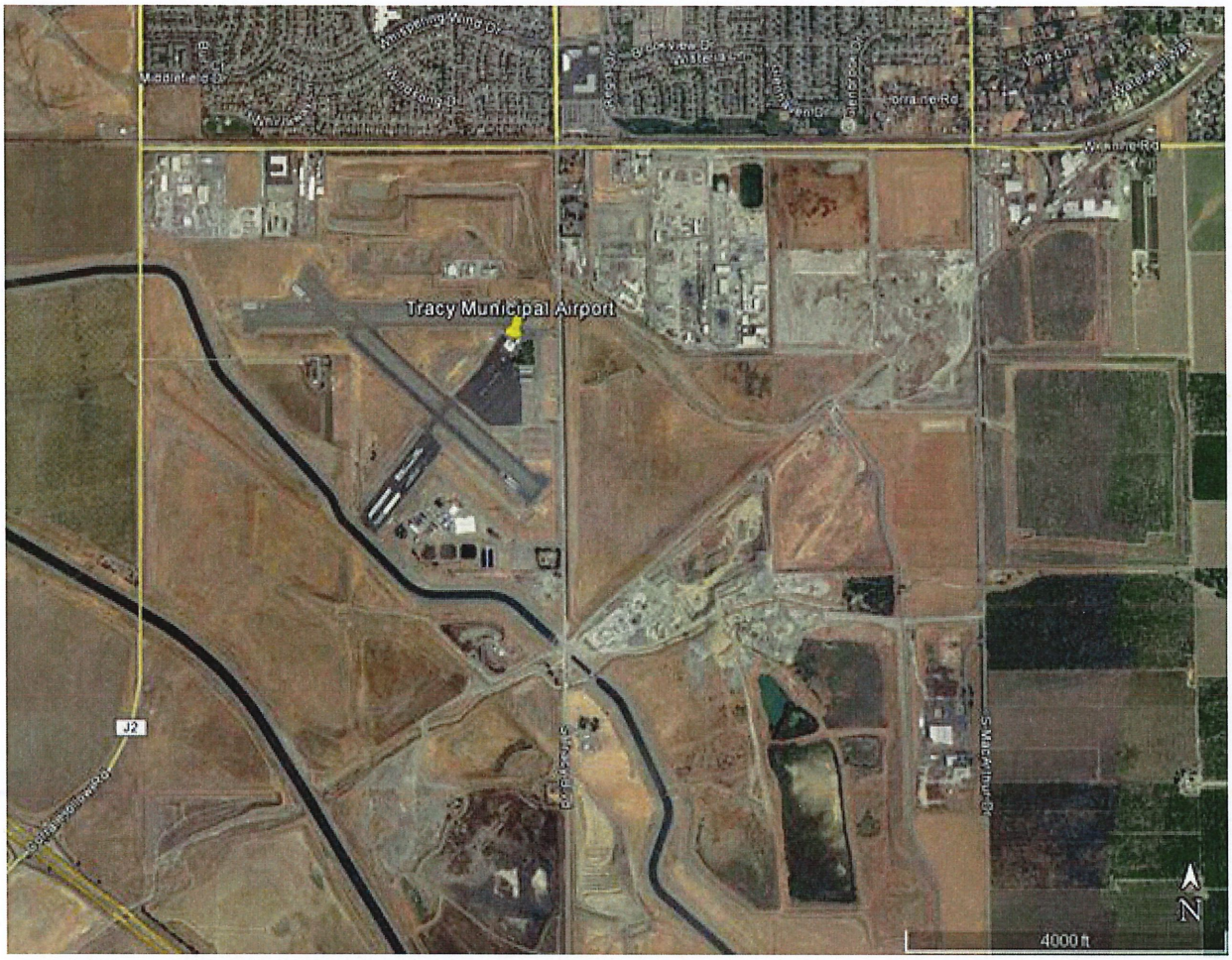
ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution (1) accepting the Federal Aviation Administration's (FAA) Airport Improvement Project Grant, in the amount of $307,148; (2) appropriating the full grant amount to Capital Improvement Project 77603 – Upgrade Airfield Guidance Signs and Taxiway Designations; and (3) appropriating an additional $16,165 to CIP 77603 to meet the grant's requisite 5% match requirement.

Prepared by: Paula Jessup, Airport Manager

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

Approved by: Midori Lichtwardt, City Manager



LOCATION MAP

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

---

1) **ACCEPTING A FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROJECT GRANT, IN THE AMOUNT OF $307,148.**
2) **APPROPRIATING THE FULL GRANT AMOUNT TO CAPITAL IMPROVEMENT PROJECT 77603 – UPGRADE AIRFIELD GUIDANCE SIGNS AND TAXIWAY DESIGNATIONS; AND**
3) **APPROPRIATING AN ADDITIONAL $16,165 TO CIP 77603 TO MEET THE GRANT'S REQUISITE 5% MATCH REQUIREMENT.**

WHEREAS, The State of California Division of Aeronautics (Caltrans) conducts State permit compliance inspections at airports annually. If there are any compliance issues or recommendations, the sponsor is to coordinate with the Caltrans inspector to make any necessary corrections; and

WHEREAS, the recommendations in the past two annual State inspection report illustrated the need for the replacement of old and faded taxiway and taxiway directional signs; and

WHEREAS, to rectify this, a budget augmentation was submitted in March 2024 to the City and approved for FY 24/25 in the amount of $47,000. However, prior to work beginning, the FAA changed its nomenclature policy for taxiways and runways and will now provide funding for the replacement of all airfield guidance signs and upgrades to LED; and

WHEREAS, staff submitted a grant application to the Federal Aviation Administration (FAA) for the upgrade of the Airfield guidance signs and taxiway markings along with LED retrofit kits, and it is anticipated that this grant will be awarded in 2025; and

WHEREAS, the FAA will pay for 95% ($307,148) of grant eligible project costs through the Airport Improvement Project Program (AIP), remaining cost of $16,165 will be paid through a State matching grant of $15,357 and $808 from the Airport Enterprise Fund to fulfill the grant obligation; and

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

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

WHEREAS, creation of a CIP is required to appropriate the grant and match funds (CIP 77603 – Upgrade Airfield Guidance Signs and Taxiway Designations) and will have an approved budget of $323,314, based on the anticipated FAA grant of $307,148 and the 5% match of $16,165; and

WHEREAS, Engineering staff worked with Brandley Engineering, Inc. to prepare the plans and specifications for the Upgrade Airfield Guidance Signs and Taxiway Designations project. The project was advertised for competitive bids with bids received and publicly opened on April 28, 2023, at 2:00 pm.

WHEREAS, to ensure that airports receive sufficient funds for completion of projects, FAA requires all submittals of projects funded by Airport Improvement grants to include current bids received for the planned Scope of Work prior to the issuance of grants.

WHEREAS, The bid results of this project were as follows:

Contractor:	Bid Amounts:
Studebakers Electric Inc.	Total Bid: $184,214
St. Francis Electric Inc.	Total Bid: $255,287.50
Royal Electric	Total Bid: $280,000

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

Construction:	$184,214
Engineering:	
Environmental Studies	$1,000
Project Formulation	$12,100
Engineering Design	30,000
Engineering Support during bidding and contract award	$7000
Engineering Support During Construction and Final Closeout	$25,000
Resident Engineering, Testing, and Inspection	$58,000
Administration:	$6,000
Total Project Cost	323,314
Participation Breakdown	
FAA Participation- Entitlement/Discretionary	$307,148
State Matching Grant	$15,357
Sponsor Local Match- City of Tracy	$808

and;

WHEREAS, on December 19, 2024, the FAA determined the proposed project was Categorically Excluded pursuant to FAA Order 1050.1F as it relates to environmental review under the National Environmental Policy Act of 1969, as amended (NEPA); and.

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

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

RESOLVED: that the City Council of the City of Tracy adopt a Resolution accepting the Federal Aviation Administration's Airport Improvement Project Grant, in the amount of $307,148; and be it

FURTHER RESOLVED: that the full grant fund amount will be appropriated to Capital Improvement Project 77603– Upgrade Airfield Guidance Signs and Taxiway Designations; and be it

FURTHER RESOLVED: that an additional $16,165 will be appropriated to CIP 77603 to meet the grant's requisite 5% match requirement.

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

The foregoing Resolution 2025-____was adopted by the Tracy City Council 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, California

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

September 2, 2025

Agenda Item 1.H

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (1) awarding a construction contract to One Diversified, LLC, of Plano, Texas, in the amount of $627,958 for the Grand Theatre Audio Visual Upgrades, Phase 1, Capital Improvement Project 71119, and (2) authorizing the City Manager to approve change orders up to the contingency amount of $31,400; with an overall project not-to-exceed budget of $681,258.

EXECUTIVE SUMMARY

This agenda item seeks to adopt a resolution to award a construction contract to One Diversified, LLC of Plano, Texas, for the Grand Theatre Audio Visual Upgrades, Phase 1, Capital Improvement Project 71119 (Project) and related actions needed to complete the Project in the amount of $627,958. This agenda item also seeks to authorize the City Manager to approve change orders up to the contingency amount of $31,400 and approve an overall project not-to-exceed budget of $681,258.

BACKGROUND AND LEGISLATIVE HISTORY

Capital Improvement Project (CIP) 71119 (Project) is Phase 1 of an approved CIP to upgrade the outdated audiovisual (AV) system and lighting in the Eleni Kounalakis Theatre, located within the Grand Theatre Center for the Arts at 715 N. Central Avenue in downtown Tracy (Attachment A, Project Location). The original AV system was installed in 2008 when The Grand Theatre Center was constructed. Much of the original system that remains is outdated and not functioning to full capacity. Phase 1 of this Project will remove the outdated AV system and components and replace them with a new, upgraded AV system.

On August 20, 2024, the Project design contract was awarded to The Shalleck Collaborative, Inc. under Resolution No. 2024-130 to complete the design, plans, specifications, and probable cost estimates for the Project's competitive bidding for construction. During design, staff worked with the Consultant to develop a bidding package that separates the necessary upgrades into a Base Bid scope and five optional additive bid alternates to meet Project funding limitations.

The project was advertised for competitive bids on June 6 and June 13, 2025, in the Tracy Press and on the City website through QuestCDN (a platform for managing online bidding). Seven potential prospective bidders attended the mandatory Pre-bid site meeting held on June 24, 2025, at 10:00 am. On Tuesday, July 15, 2025, one bid was received and publicly opened in City Hall, Conference Room 203, and via teleconference at 2:00 pm with the following results:

Contractor	**Total Base Bid**
One Diversified, LLC	$ 627,958.03

Staff contacted the other six (6) prospective bidders that did not submit bids and learned they were either fully committed to other projects at this time or they did not meet all the necessary bidding requirements to be considered a responsive and responsible bidder.

ANALYSIS

In accordance with Tracy Municipal Code Section 2.20.260 and the California Public Contract Code Section 22032, staff performed a subsequent bid analysis and determined that the single bid received from One Diversified, LLC, of Plano, Texas, was responsive, responsible, and reasonable in accordance with the requirements in the Invitation to Bid. The bidder has the appropriate contractor's license in active standing with the State of California and is registered with the California Department of Industrial Relations.

Staff recommends the City Council award the Base Bid with a limited construction contingency budget of 5% and a construction support budget of 4.2% to meet the Project funding constraint. The total estimated cost of this Project, if awarded to the lowest bidder, is as follows:

Construction Base Bid	$ 627,958
Construction Contingency (5%)	$ 31,400
Construction Management, Design Support, and Additional Construction Costs (3.5%)	$ 21,900
Total Estimated Project Cost	$ 681,258

Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager, or their designee, to approve change orders up to the contingency amount approved by Council. City staff recommends the contingency amount for this Project to be $31,400, which is 5% of the construction cost.

FISCAL IMPACT

The Grand Theatre Audio Visual Upgrades, Phase 1, CIP 71119, is an approved Capital Improvement Project with an approved budget of $800,000. There are sufficient funds available for the award of contract. The funding source and Project budget is as follows:

Funding Source	Budget	Expenses	Balance
301 - General Fund Projects	$ 800,000	$ 118,639	$ 681,361
Current Budget	**$ 800,000**	**$ 118,639**	**$ 681,361**

PUBLIC OUTREACH / INTEREST

Not Applicable.

COORDINATION

The City’s Engineering staff coordinated with the Grand Theatre staff for this project.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) DETERMINATION

The Project is categorically exempt from the California Environmental Quality Act (CEQA) under Class 1 of Section 15301 (a) for existing facilities. Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private

structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The Notice of Exemption has been filed with the San Joaquin County Clerk's office.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council, by resolution, (1) award a construction contract to One Diversified, LLC, of Plano, Texas, in the amount of $627,958 for the Grand Theatre Audio Visual Upgrades, Phase 1, Capital Improvement Project 71119, and (2) authorize the City Manager to approve change orders up to the contingency amount of $31,400 and an overall project not-to-exceed budget of $681,258.

Prepared by: D'Evelyn Spekner, Associate Engineer
Lauren Gonzalez, Management Analyst II

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

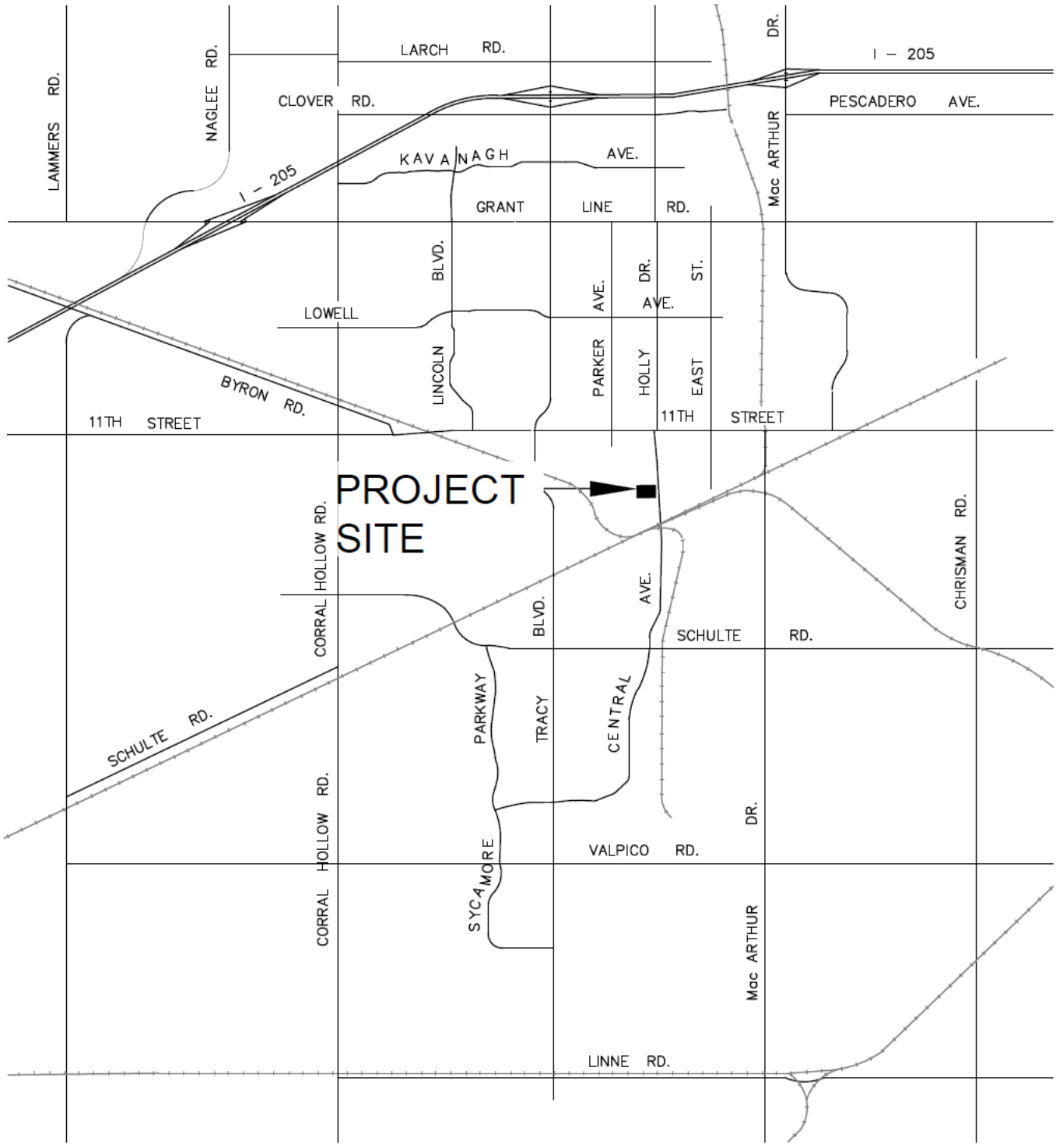
Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Location Map

Attachment A

CITY OF TRACY



TRACY

GRAND THEATRE LOCATION MAP

NOT TO SCALE

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2025-_____

---

(1) AWARDING A CONSTRUCTION CONTRACT TO ONE DIVERSIFIED, LLC, OF PLANO, TEXAS, IN THE AMOUNT OF $627,958 FOR THE GRAND THEATRE AUDIO VISUAL UPGRADES, PHASE 1, CAPITAL IMPROVEMENT PROJECT 71119, AND (2) AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE CONTINGENCY AMOUNT OF $31,400 AND AN OVERALL PROJECT NOT-TO-EXCEED BUDGET OF $681,258.

WHEREAS, Capital Improvement Project (CIP) 71119 (Project) is Phase 1 of an approved project to upgrade the outdated audio visual (AV) system and lighting in the Eleni Kounalakis Theatre; and

WHEREAS, the original AV system was installed in 2008 when The Grand Theatre Center was constructed and is now outdated and not functioning to full capacity; and

WHEREAS, Phase 1 of this Project will remove the existing outdated AV system and components and replace it with a new upgraded AV system; and

WHEREAS, on August 20, 2024, Design Consultant, The Shalleck Collaborative, Inc., was awarded the Project design contract under Resolution No. 2024-130 to complete the design, plans, specifications, and cost estimates to prepare this Project for competitive bid; and

WHEREAS, during design staff worked with the Consultant to separate the necessary upgrades into a Base Bid scope and five optional additive bid alternates to meet Project funding limitations; and

WHEREAS, the project was advertised for competitive bids on June 6 and June 13, 2025, in the Tracy Press and on the City website through QuestCDN; and

WHEREAS, on Tuesday, July 15, 2025, one Bid was received and publicly opened in City Hall, Conference Room 203, and via teleconference at 2:00 pm; and

WHEREAS, in accordance with Tracy Municipal Code Section 2.20.260 and the California Public Contract Code Section 22032, staff performed a subsequent bid analysis and determined that the lowest responsive and responsible bidder was One Diversified, LLC, of Plano, Texas. Staff further verified that the bid was reasonable, was in accordance with the requirements in the Invitation to Bid, that the bidder has the appropriate contractor's license in active standing with the State of California, and is registered with the Department of Industrial Relations; and

WHEREAS, the bid analysis indicates their bid is “responsive” and the bidder is “responsible”; and

WHEREAS, the Project will be funded by Capital Improvement Project (CIP) 71119 funds, which has a current available budget of $685,936; now, therefore, be it

RESOLVED: That the City Council finds that the actions taken herein are categorically exempt from review under the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15301 as improvements to the operation of existing facilities. The Notice of Exemption has been filed with the San Joaquin County Clerk’s office; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy hereby awards a construction contract to One Diversified, LLC of Plano, Texas, in the amount of $$627,958 for the Grand Theatre Audio Visual Upgrades, Phase 1, Capital Improvement Project 71119; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy hereby authorizes the City Manager to approve change orders up to the contingency amount of $31,400, if needed, pursuant to Tracy Municipal Code Section 2.20.090(b); and be it

FURTHER RESOLVED That the City Council of the City of Tracy hereby authorizes an overall project not-to-exceed budget of $681,258.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council 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, California

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

September 2, 2025

Agenda Item 1.I

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (1) accepting the construction improvements for the 370 and 384 W. Arbor Road Power Supply Project, included as part of Capital Improvement Project 71112, constructed by Bockmon and Woody Electric Company, Inc. as complete, and (2) authorizing the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office, and (3) authorizing the City Engineer to release the Improvement Security and Retention payment in accordance with the Project Contract and Tracy Municipal Code Section 12.36.080.

EXECUTIVE SUMMARY

The recommended action accepts the construction improvements for the 370 and 384 W. Arbord Road Power Supply Project, included as part of Capital Improvement Projects (CIP) 71112, constructed by Bockmon and Woody Electric Company, Inc. (Contractor), as complete. The recommended action also authorizes the City Clerk to file a Notice of Completion and authorizes the City Engineer to release the Contractor's Improvement Security and Retention in accordance with the existing contract and Tracy Municipal Code Section 12.36.080.

BACKGROUND AND LEGISLATIVE HISTORY

On May 21, 2024, the City Council approved and awarded a construction contract (Contract), attached hereto as Attachment A, for the 370 and 384 W. Arbor Road Power Supply Project, CIP 71112 (Project). The Contract was awarded to Bockmon and Woody Electric Company, Inc., of Stockton, California, in the amount of $614,275, pursuant to Resolution No. 2024-068. The resolution also authorized the City Manager to approve contract change orders up to the specified contingency amount of $61,428, if needed.

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

Bond Type	Amount
Faithful Performance Security	$ 614,275
Labor and Material Security	$ 614,275
Warranty Security	$ 61,428

This project was awarded as a part of the City’s broader Temporary Emergency Housing Facility Capital Improvement Project, 71112. The successful completion of this portion of the project has allowed the existing facility to operate from on-site power and has eliminated the city’s reliance on generators to power the site. The energization of the facility will allow for adequate power to all planned infrastructure improvements that are currently under construction.

ANALYSIS

The Contractor has now completed all work required in accordance with the plans and specifications. The City Engineer has inspected the completed work and confirmed that all work conforms to the Project plans and specifications and has been completed within the time frame of the original contract and approved change orders. Subject to City Council's approval, a

Notice of Completion for the CIP will be recorded with the San Joaquin County Recorder's Office. Filing the Notice of Completion by the City Clerk will finalize acceptance of the Project pursuant to Tracy Municipal Code Section 12.36.110. The Project carries a one-year Warranty Bond for all construction improvements.

Faithful Performance Bonds may be released upon the City's acceptance of the improvements. Labor and Material Bonds may be released six months after the recordation of the Notice of Completion, pursuant to Tracy Municipal Code section 12.36.080. The Warranty Bond may be released one (1) year after the City accepts the improvements and any warranty work is completed to the City's satisfaction.

FISCAL IMPACT

The 370 and 384 W Arbor Road Power Supply Project was completed within the not to exceed contract costs at $614,275 and is included as part of the Temporary Emergency Housing Shelter, CIP 71112, overall project budget of $23,029,441.

PUBLIC OUTREACH / INTEREST

Not applicable.

COORDINATION

Coordination took place within the Public Works Engineering Division and the Public Works Operations and Utilities Divisions.

CEQA DETERMINATION

Prior to the commencement of construction, the Project was determined to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 8698.4, which pertains to actions taken by the City to facilitate the construction of a homeless shelter.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Quality of Life Strategic Priority by continuing to adopt the Council-adopted Homelessness Strategic Plan.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution (1) accepting the construction improvements for the 370 and 384 W. Arbor Road Power Supply Project, Capital Improvement Project 71112, constructed by Bockmon and Woody Electric Company, Inc. as complete, and (2) authorizing the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office, and (3.) authorizing the City Engineer to release the Improvement Security and Retention payment in accordance with the Project Contract and Tracy Municipal Code Section 12.36.080.

Prepared by: Miguel Hernandez, Construction Project Manager

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

Approved by: Midori Lichtwardt, City Manager

Attachments: A – Project Contract – Bockmon and Woody Electric Company, Inc.

Docusign Envelope ID: 23996A3A-CAC8-4DF8-988F-4BAC5256CBA8

Contract

This public works contract ("Contract") is entered into by and between the City of Tracy ("City") and Bockmon & Woody Electric Company, Inc. ("Contractor") for work on the 370 and 384 W. Arbor Road Power Supply Project CIP 71112 ("Project").

The parties agree as follows:

1. **Award of Contract**. In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On May 21, 2024, City authorized award of this Contract to Contractor for the amount of Contractor's bid.

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

   2.1 Notice Inviting Bids;
   2.2 Instructions to Bidders;
   2.3 Addenda, if any;
   2.4 Bid Proposal and attachments thereto;
   2.5 Contract;
   2.6 Payment, Performance and Warranty Bonds;
   2.7 General Conditions;
   2.8 Special Conditions;
   2.9 Project Drawings and Specifications;
   2.10 Change Orders and Contract amendments, if any;
   2.11 Notice of Award;
   2.12 Notice to Proceed; and
   2.13 The following: All required federal forms

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

4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor six hundred fourteen thousand two hundred seventy five Dollars ($614,275) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.

5. **Time for Completion**. Contractor will complete the Work for the Project within thirty (30) contract days from the commencement date given in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.

6. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of $450 for each calendar day of unexcused delay in completion, and the Contract Price will be reduced accordingly.

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7. **Labor Code Compliance.**

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

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

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

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

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

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

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

Development Services Department
Attn: City Engineer / Miquel Hernandez, Construction Manager
Address: 333 Civic Center Plaza
City/State/Zip: Tracy, CA 95376
Email: Miguel.Hernandez@cityoftracy.org
Copy to: Adrianne Richardson, City Clerk

Docusign Envelope ID: 23996A3A-CAC8-4DF8-988F-4BAC5256CBA8

Contractor:

Name: Bockmon & Woody Electric Co., Inc.
Address:1528 El Pinal Drive
City/State/Zip: Stockton, CA 95205
Phone: 209-464-4878
Attn: Gary M. Woody
Email: garym@bockmonwoody.com

12. General Provisions.

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

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

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

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

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

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

[Signatures are on the following page.]

Docusign Envelope ID: 23996A3A-CAC8-4DF8-988F-4BAC5256CBA8

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

CITY:

s/_____
Midori Lichtwardt/City Manager

Date: _____

Approved as to form:

s/_____
Bijal Patel/City Attorney

Date: _____

Attest:

s/_____, City Clerk
Adrianne Richardson

Date: _____

CONTRACTOR: Bockmon & Woody Electric Co., Inc.
Business Name

s/_____ Seal:

Gary Woody, Co-CEO/Secretary
Name/Title [print]

Date: 6/13/2024

Second Signature (See Section 12.6):

s/_____

Nick Woody, Co-CEO/CFO
Name/Title [print]

Date: 6/13/2024

588308 exp. 02/28/2026
Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT

Docusign Envelope ID: 23996A3A-CAC8-4DF8-988F-4BAC5256CBA8

Bond #070219301

Premium: $6,223.00

Performance Bond

The City of Tracy ("City") and Bockmon & Woody Electric Company, Inc. ("Contractor") have entered into a contract, dated May 21, 2024 ("Contract") for work on the 370 and 384 W. Arbor Road Power Supply Project CIP 71112 ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, Contractor as Principal and The Ohio Casualty Insurance Company, its surety ("Surety"), are bound to City as obligee for an amount not less than $614,275.00. By executing this Bond, Contractor and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, to the provisions of this Bond.

2. **Surety's Obligations; Waiver.** If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety's obligations under this Bond will become void upon recordation of the notice of completion, provided Contractor has timely provided a warranty bond as required under the Contract. Otherwise Surety's obligations will remain in effect until expiration of the one year warranty period under the Contract. Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code sections 2819 and 2845.

3. **Application of Contract Balance.** Upon making a demand on this Bond, City will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by City to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or back charges to which City is entitled under the terms of the Contract.

4. **Contractor Default.** Upon written notification from City that Contractor is in default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:

   4.1 Arrange for completion of the Work under the Contract by Contractor, with City's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;

   4.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to City, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense, or

   4.3 Waive its right to complete the Work under the Contract and reimburse City the amount of City's costs to have the remaining Work completed.

5. **Surety Default.** If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.

6. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Docusign Envelope ID: 23996A3A-CAC8-4DF8-988F-4BAC5256CBA8

Attn: Kevin Fayaud
Address: 1340 Treat Blvd, Ste 400
City/State/Zip: Walnut Creek, CA 94597
Phone: 925-979-6708
Fax: 866-547-4881
Email: kevin.fayaud@libertymutual.com

7. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court for the County in which the Project is located, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce this Bond.

8. **Effective Date; Execution.** This Bond is entered into and effective on June 13, 2024, ~~2023~~. Two identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

SURETY: The Ohio Casualty Insurance Company
Business Name

s/ _____
Florence T. Unger, Attorney-In-Fact
Name/Title [print]

(Acknowledgment with Surety's Notary Seal and Surety's Power of Attorney must be attached.)

CONTRACTOR: Bockmon & Woody Electric Company, Inc.
Business Name

s/ _____
Gary M. Woody: Co-CEO
Name/Title [print]

s/ _____
Name/Title [print]

APPROVED BY CITY:

s/ _____
Miguel Hernandez/Construction Project Manager

END OF PERFORMANCE BOND

Docusign Envelope ID: 23996A3A-CAC8-4DF8-988F-4BAC5256CBA8

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 Joaquin)

On June 14, 2024 before me, Arlene C. Larsen, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Gary M. Woody
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.

ARLENE C. LARSEN
Notary Public - California
San Joaquin County
Commission # 2426223
My Comm. Expires Dec 9, 2026

Signature Arlene C Larsen
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: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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Docusign Envelope ID: 23996A3A-CAC8-4DF8-988F-4BAC5256CBA8

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210976 - 977080**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew Bolger, Florence T. Unger, Gregory R. Dohrmann, Julie Heckman, Lisa Reyes, Selena Rosales, Wendy Stewart

all of the city of Stockton state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of November, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 7th day of November, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of June, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Docusign Envelope ID: 23996A3A-CAC8-4DF8-988F-4BAC5256CBA8

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 Joaquin)

On June 13, 2024 before me, C.L. Bonell, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Florence T Unger
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.

C. L. BONELL
Notary Public - California
San Joaquin County
Commission # 2380135
My Comm. Expires Nov 17, 2025

Signature C.L. Bonell
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: Bockmon & Woody #070219301 Document Date: 6/13/2024
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Florence T Unger	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: The Ohio Casualty Insurance Company	Signer Is Representing: _____

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Docusign Envelope ID: 23996A3A-CAC8-4DF8-988F-4BAC5256CBA8

Bond #070219301

Premium included in Performance Bond

Payment Bond

The City of Tracy ("City") and Bockmon & Woody Electric Company, Inc. ("Contractor") have entered into a contract, dated May 21, 2024 ("Contract") for work on the 370 and 384 W. Arbor Road Power Supply Project CIP 71112 ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and The Ohio Casualty Insurance Company, its surety ("Surety"), are bound to City as obligee in an amount not less than $ 614,275.00, under California Civil Code sections 9550, et seq.

2. **Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay any of the persons named in California Civil Code section 9100 amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors, under California Unemployment Insurance Code section 13020, with respect to the work and labor, then Surety will pay for the same.

3. **Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code section 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.

4. **Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be void. Otherwise, Surety's obligations will remain in effect.

5. **Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code sections 2819 and 2845. City waives requirement of a new bond for any supplemental contract under Civil Code section 9550. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

   Attn: Kevin Fayaud
   Address: 1340 Treat Blvd, Ste 400
   City/State/Zip: Walnut Creek, CA 94597
   Phone: 925-979-6708
   Fax: 866-547-4881
   Email: Kevin.Fayaud@libertymutual.com

6. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court of the County in which the Project is located, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce this Bond.

Docusign Envelope ID: 23996A3A-CAC8-4DF8-988F-4BAC5256CBA8

7. **Effective Date; Execution.** This Bond is entered into and is effective on June 13, 20 24. Two identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

SURETY: The Ohio Casualty Insurance Company
Business Name

s/ _____

Florence T Unger, Attorney-In-Fact
Name/Title [print]

(Acknowledgment with Surety's Notary Seal and Surety's Power of Attorney must be attached.)

CONTRACTOR: Bockmon & Woody Electric Co., Inc
Business Name

s/ _____

Gary M Woody: Co-CEO
Name/Title [print]

s/ _____

Name/Title [print]

APPROVED BY CITY:

s/ _____
Miguel Hernandez/Construction Project Manager

END OF PAYMENT BOND

Docusign Envelope ID: 23996A3A-CAC8-4DF8-988F-4BAC5256CBA8

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 Joaquin)

On June 14, 2024 before me, Arlene C. Larsen, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Gary M. Woody
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.

ARLENE C. LARSEN
Notary Public - California
San Joaquin County
Commission # 2426223
My Comm. Expires Dec 9, 2026

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 Arlene C Larsen
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: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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Docusign Envelope ID: 23996A3A-CAC8-4DF8-988F-4BAC5256CBA8

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210976 - 977080**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew Bolger, Florence T. Unger, Gregory R. Dohrmann, Julie Heckman, Lisa Reyes, Selena Rosales, Wendy Stewart

all of the city of Stockton state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of November, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 7th day of November, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of June, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Docusign Envelope ID: 23996A3A-CAC8-4DF8-988F-4BAC5256CBA8

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 Joaquin)

On June 13, 2024 before me, C.L. Bonell, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Florence T Unger
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.

C. L. BONELL
Notary Public - California
San Joaquin County
Commission # 2380135
My Comm. Expires Nov 17, 2025

Signature C.L. Bonell
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: Bockmon & Woody #070219301 Document Date: 6/13/2024
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Florence T Unger	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: The Ohio Casualty Insurance Company	Signer Is Representing: _____

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Docusign Envelope ID: 23996A3A-CAC8-4DF8-988F-4BAC5256CBA8

Warranty Bond

The City of Tracy ("City") and Bockmon & Woody Electric Company, Inc. ("Contractor") have entered into a contract, dated May 21, 2024 ("Contract") for work on the 370 and 384 W. Arbor Road Power Supply Project CIP 71112 ("Project"). The Contract is incorporated by reference into this Warranty Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and The Ohio Casualty Insurance Company, its surety ("Surety"), are bound to City as obligee in the maximum amount of 10% of the final Contract Price, unless otherwise specified in the Contract Documents.

2. **Warranty Period.** The Contract requires Contractor to guarantee its Work and that of its Subcontractors on the Project, against defects in materials or workmanship which are discovered during the one year period commencing with recordation of the notice of completion (the "Warranty Period").

3. **Surety's Obligations.** If Contractor faithfully carries out and performs its guarantee under the Contract, and, on due notice from City, repairs and make good at its sole expense any and all defects in materials and workmanship in the Project which are discovered during the Warranty Period, or if Contractor promptly reimburses City for all loss and damage that City sustains because of Contractor's failure to makes such repairs in accordance with the Contract requirements, then Surety's obligations under this Bond will be void. Otherwise, Surety's obligations will remain in effect.

4. **Waiver.** Surety waives the provisions of Civil Code sections 2819 and 2845.

5. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

   Attn: Kevin Fayaud
   Address: 1340 Treat Blvd., Ste 400
   City/State/Zip: Walnut Creek, CA 94597
   Phone: 925-979-6708
   Fax: 866-547-4881
   Email: kevin.fayaud@libertymutual.com

6. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court in which the Project is located, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce this Bond.

7. **Effective Date; Execution.** This Bond is entered into and is effective on June 13, 2024, ~~20XX~~. Two identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

[Signatures are on the following page.]

Docusign Envelope ID: 23996A3A-CAC8-4DF8-988F-4BAC5256CBA8

SURETY: The Ohio Casualty Insurance Company
Business Name

s/ _____

Florence T. Unger, Attorney-In-Fact
Name/Title [print]

(Acknowledgment with Surety's Notary Seal and Surety's Power of Attorney must be attached.)

CONTRACTOR: Bockmon & Woody Electric Company, Inc.
Business Name

s/ _____

Gary M Woody: Co-CEO
Name/Title [print]

s/ _____

Name/Title [print]

APPROVED BY CITY:

s/ _____
Miguel Hernandez/Construction Project Manager

END OF WARRANTY BOND

Docusign Envelope ID: 23996A3A-CAC8-4DF8-988F-4BAC5256CBA8

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 Joaquin)

On June 14, 2024 before me, Arlene C. Larsen, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Gary M. Woody
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.

ARLENE C. LARSEN
Notary Public - California
San Joaquin County
Commission # 2426223
My Comm. Expires Dec 9, 2026

Signature Arlene C Larsen
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: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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Docusign Envelope ID: 23996A3A-CAC8-4DF8-988F-4BAC5256CBA8

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210976 - 977080**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew Bolger, Florence T. Unger, Gregory R. Dohrmann, Julie Heckman, Lisa Reyes, Selena Rosales, Wendy Stewart

all of the city of Stockton state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of November, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 7th day of November, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of June, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

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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 Joaquin)

On June 13, 2024 before me, C.L. Bonell, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Florence T Unger
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.

Signature C.L. Bonell
Signature of Notary Public

C. L. BONELL
Notary Public - California
San Joaquin County
Commission # 2380135
My Comm. Expires Nov 17, 2025

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: Bockmon & Woody #070219301 Document Date: 6/13/2024
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Florence T Unger	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: The Ohio Casualty Insurance Company	Signer Is Representing: _____

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	**CONTACT NAME:** Dana Reynolds
RISI dba Pan American Insurance Services	**PHONE (A/C, No, Ext):** (209) 955-2600 **FAX (A/C, No):** (209) 474-0697
2800 W. March Lane	**E-MAIL ADDRESS:** dana.reynolds@relationinsurance.com
Suite 420	
Stockton CA 95219	
INSURED	**INSURER(S) AFFORDING COVERAGE** — **NAIC #**
Bockmon & Woody Electric Co., Inc.	INSURER A: Zurich American Insurance Company — 16535
1528 El Pinal Dr.	INSURER B: Scottsdale Insurance Company — 41297
	INSURER C: Certain Underwriters at Lloyd's, London — AA1122
Stockton 95205	INSURER D: Travelers Property Casualty Co of America — 25674
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 24/25 All Lines **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GLO 1100868-07	03/01/2024	03/01/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	BAP 1100869-07	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XLS2003748	03/01/2024	03/01/2025	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC 1100867-07	03/01/2024	03/01/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C/D	Professional/Pollution Liability Builders Risk / Installation / Transit			PF01310A23 / QT6606X043219	03/01/2024	03/01/2025	Prof/Poll Liab per claim	$3,000,000
							Prof/Poll Liab Gen Agg	$3,000,000
							Bldrs Ris $5k Ded / Limit	$700,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Name of Project: 370 and 384 W. Arbor Road Power Supply Project CIP 71112
Location of Project: 370 & 384 W. Arbor Road, Tracy, CA 95304
Owner: City of Tracy
The City, including its Council, officials, officers, employees, agents,volunteers and consultants are named as an additional insured respects General Liability per form U-GL-2162-A CW 02 19 including Primary/Non-Contributory Wording; General Liability Waiver of Subrogation applies per form U-GL-925-B CW (12/01); Per Project Aggregate applies per form CG 25 03 05 09; Auto Liability Additional Insured with Waiver of Subrogation applies per form U-CA-424-F-CW 04 14; Workers' Compensation Waiver of Subrogation applies per form WC 00 03 13 04 84. Excess follows form per terms and conditions

CERTIFICATE HOLDER

City of Tracy
333 Civic Center Plaza
Tracy CA 95376

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 01084006

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
RISI dba Pan American Insurance Services	Bockmon & Woody Electric Company Inc.
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

of the Excess policy. 30 Days' Notice of Cancellation/10 Days' Notice for Non-Payment per policy provisions."

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03-01-24 Policy No. WC 1100867-07 Endorsement No.

Insured BOCKMON & WOODY ELECTRIC COMPANY INC Premium $ INCL.

Insurance Company ZURICH AMERICAN INSURANCE COMPANY

Countersigned By _____

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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 1100868-07	Effective Date: 03/01/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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POLICY NUMBER: GLO 1100868-07

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
A GENERAL AGGREGATE LIMIT APPLIES TO EACH CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS, HOWEVER, A GENERAL AGGREGATE LIMIT DOES NOT APPLY TO ANY CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS THAT ARE INSURED UNDER A WRAP UP OR ANY OTHER CONSOLIDATED OR SIMILAR INSURANCE PROGRAM.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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Coverage Extension Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 1100869-07	03/01/2024	03/01/2025		32143000	**INCL**	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 1100868-07	03/01/2024	03/01/2025		32143000	$ INCL	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Bockmon & Woody
ELECTRIC CO., INC.

1528 El Pinal Drive • P.O. Box 1018 • Stockton, CA 95201-1018
PHONE: (209) 464-4878 • FAX: (209) 464-2615
CA Lic. No. C10-588308 • DIR No. 1000002789

Contractor's License


dca
CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE
License Number 588308
Entity CORP
Business Name BOCKMON & WOODY ELECTRIC CO INC
Classification(s) C10 A
Expiration Date 02/28/2026
www.cslb.ca.gov
CSLB

SAM.GOV

BOCKMON & WOODY ELECTRIC CO., INC.

Unique Entity ID: E2X8PH6JWZM3

CAGE/NCAGE: 3BG36

Entity Status: Active Registration

Doing Business As: BOCKMON & WOODY ELECTRIC CO INC

Physical Address:
1528 EL PINAL DR
STOCKTON , CA
95205-2643 USA

Expiration Date:
Jul 16, 2024

Purpose of Registration:
All Awards

DIR Registration Number

Legal Name	Registration Number	County	City	License Type/Numbers	Current Status	Registration Date	Expiration Date
BOCKMON & WOODY ELECTRIC CO., INC	1000002789	SAN JOAQUIN	STOCKTON	CSLB:588308	ACTIVE	7/1/2019	6/30/2024

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APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2025-_____

STAFF RECOMMENDS THAT THE CITY COUNCIL ADOPT A RESOLUTION:

(1) ACCEPTING THE CONSTRUCTION IMPROVEMENTS FOR THE 370 AND 384 W. ARBOR ROAD POWER SUPPLY PROJECT, INCLUDED AS PART OF CAPITAL IMPROVEMENT PROJECT 71112, CONSTRUCTED BY BOCKMON AND WOODY ELECTRIC COMPANY, INC. AS COMPLETE

(2) AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE SAN JOAQUIN COUNTY RECORDER'S OFFICE

(3) AUTHORIZING THE CITY ENGINEER TO RELEASE THE IMPROVEMENT SECURITY AND RETENTION PAYMENT IN ACCORDANCE WITH THE PROJECT CONTRACT

WHEREAS, on May 21, 2024 the City Council approved and awarded a construction contract (Contract), pursuant to Resolution 2024-068, to Bockmon and Woody Electric Company, Inc. of Stockton California (Contractor), in the amount of $614,275 for the 370 and 384 W. Arbor Road Power Supply Project , CIP 71112 (Project); and

WHEREAS, the City Manager also had the authorization to approve contract change orders up to the specified contingency amount of $61,428.00, if needed; and

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

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

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

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

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

Bond Type	Amount
Faithful Performance Security	$ 614,275.00
Labor and Material Security	$ 614,275.00
Warranty Security	$ 61,428.00

; and

WHEREAS, Faithful Performance Bonds may be released upon acceptance of the improvements by the City; Labor and Material Bonds may be released six (6) months after recordation of the Notice of Completion, as the statute of limitations period expires in accordance with Civil Code §9356; and Warranty Bond may be released one (1) year after the City accepts the improvements and any warranty work is completed; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby accepts the construction improvements for the 370 and 384 W. Arbor Road Power Supply Project, CIP 71112., as complete; and be it

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

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

FURTHER RESOLVED: Prior to the commencement of construction, the Project was determined to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 8698.4, which pertains to actions taken by the City to facilitate the construction of a homeless shelter.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council 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, California

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

September 2, 2025

Agenda Item 1.J

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (1) accepting public improvements for Tract 4157 Tracy Village Neighborhood 2A, Tract 4158 Tracy Village Neighborhood 2B, Tract 4159 Tracy Village Neighborhood 2C, Tract 4160 Tracy Village Neighborhood 3, and Tract 4161 Tracy Village Neighborhood 4 as complete and assuming all future operations and maintenance, (2) authorizing the City Engineer to release improvement security in accordance with the Subdivision Improvement Agreements, and (3) authorizing the City Clerk to file Notices of Completion for Tracts 4157, 4158, 4159, 4160, and 4161 with the San Joaquin County Recorder's Office.

EXECUTIVE SUMMARY

The Tracy Village project is located on the south side of Valpico Road, east of Corral Hollow Road, as shown in Attachment A. It is being constructed by Toll West, Inc, a Delaware Corporation (Developer). Phase 2 of Tracy Village is comprised of Tract 4157 Tracy Village Neighborhood 2A, Tract 4158 Tracy Village Neighborhood 2B, Tract 4159 Tracy Village Neighborhood 2C, Tract 4160 Tracy Village Neighborhood 3, and Tract 4161 Tracy Village Neighborhood 4. This agenda item seeks approval of a resolution accepting public improvements for Phase 2 of Tracy Village and assumption of future operations and maintenance. Public improvements are limited to sanitary sewer and water infrastructure. All other infrastructure is privately owned by the Developer and will be forever maintained by the Developer. This agenda item also seeks authorization for the City Engineer to release improvement security in accordance with the respective Subdivision Improvement Agreements and allow the City Clerk to file the Notices of Completion with the San Joaquin County Recorder's Office.

BACKGROUND AND LEGISLATIVE HISTORY

On May 15, 2018, by Resolution 2018-087, City Council approved a Vesting Tentative Subdivision Map, TSM17-0003, adopted a statement of overriding considerations and mitigation monitoring program, and certified the Environmental Impact Report (EIR). Conditions of Approval for the Vesting Tentative Subdivision Map included a requirement to construct public sanitary sewer and water improvements within the development. All streets, street lighting, and storm drainage systems within the development are to remain privately owned and maintained by the Developer.

On December 19, 2023, by Resolution 2023-246, City Council approved five Subdivision Improvement Agreements for Phase 2 of Tracy Village:

1. Tract 4157 Tracy Village Neighborhood 2A, consisting of 93 single family residential lots
2. Tract 4158 Tracy Village Neighborhood 2B, consisting of 33 single family residential lots
3. Tract 4159 Tracy Village Neighborhood 2C, consisting of 23 single family residential lots
4. Tract 4160 Tracy Village Neighborhood 3, consisting of 80 single family residential lots
5. Tract 4161 Tracy Village Neighborhood 4, consisting of 103 single family residential lots

collectively referred to herein as the Agreements. The Agreements allowed the Developer to proceed with the construction of public and private infrastructure improvements within Phase 2

of Tracy Village. Approved plans and specifications for the improvements are on file in the office of the City Engineer.

On February 20, 2024, by Resolution 2024-022, City Council approved Final Subdivision Maps for Phase 2 Tracts 4157, 4158, 459, 4160, and 4161. The Maps included the creation of single-family residential lots mentioned above, private streets and other parcels to be owned by the Homeowners Association. The Maps also include sewer, water, and public utility easements dedicated to the City for maintenance of public improvements.

ANALYSIS

The Developer has completed all the Work required to be done in accordance with the Agreements and has requested acceptance of the public improvements. The Engineering section of Public Works Department has inspected the completed work and confirmed that the improvements conform to the Subdivision Improvement Agreements and approved plans and specifications.

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

Tract	Faithful Performance	Labor and Material	Warranty	Monumentation
4157	$2,209,000	$2,209,000	$220,900	$21,000
4158	$1,276,000	$1,276,000	$127,600	$7,500
4159	$280,000	$280,000	$28,000	$3,000
4160	$1,255,000	$1,255,000	$125,500	$12,000
4161	$1,385,000	$1,385,000	$138,500	$9,750

Faithful Performance Bonds may be released upon acceptance of improvements by the City Council and recordation of Notice of Completion. Labor and Material Bonds may be released six months after recordation of Notice of Completion as statute of limitations period expires in accordance with Tracy Municipal Code and Civil Code §9356. Warranty Bonds will be retained by the City's Engineering Division and shall be released one year after City Council acceptance of improvements and any warranty work is completed. Monumentation bond may be released upon City receipt of a letter from the project surveyor stating full payment has been received for the installation of monumentation, per Government Code Section 66496. The City is now in receipt of said letter.

There were no fee dedications to the City in the subject Tracts. Easements were dedicated, subject to satisfactory completion of improvements, for City access to and maintenance of sanitary sewer and water infrastructure.

FISCAL IMPACT

All improvements were completed by the Developer in accordance with the Agreements and there was no fiscal impact to the City for the construction cost.

The estimated cost of the public improvements is as follows:

Water	$	967,839
Sanitary Sewer	$	1,170,246
Total	**$**	**2,138,805**

COORDINATION

Project construction activities were coordinated with City of Tracy Operations and Utilities Department.

CEQA DETERMINATION

Prior to commencement of construction, an analysis of the project showed that there would be no significant on or off-site impacts as a result of this particular project which were not already discussed in the Final Revised Environmental Impact Report (EIR) certified by City Council on May 15, 2018, for the Tracy Village Specific Plan, (SCH#2016112016). No new evidence of a potentially significant effect was identified as a result of this project. Therefore, no further environmental review was necessary.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution (1) accepting public improvements for Tract 4157 Tracy Village Neighborhood 2A, Tract 4158 Tracy Village Neighborhood 2B, Tract 4159 Tracy Village Neighborhood 2C, Tract 4160 Tracy Village Neighborhood 3, and Tract 4161 Tracy Village Neighborhood 4 as complete and assuming all future operations and maintenance, (2) authorizing the City Engineer to release improvement security in accordance with the Subdivision Improvement Agreements, and (3) authorizing the City Clerk to file Notices of Completion for Tracts 4157, 4158, 4159, 4160, and 4161 with the San Joaquin County Recorder's Office.

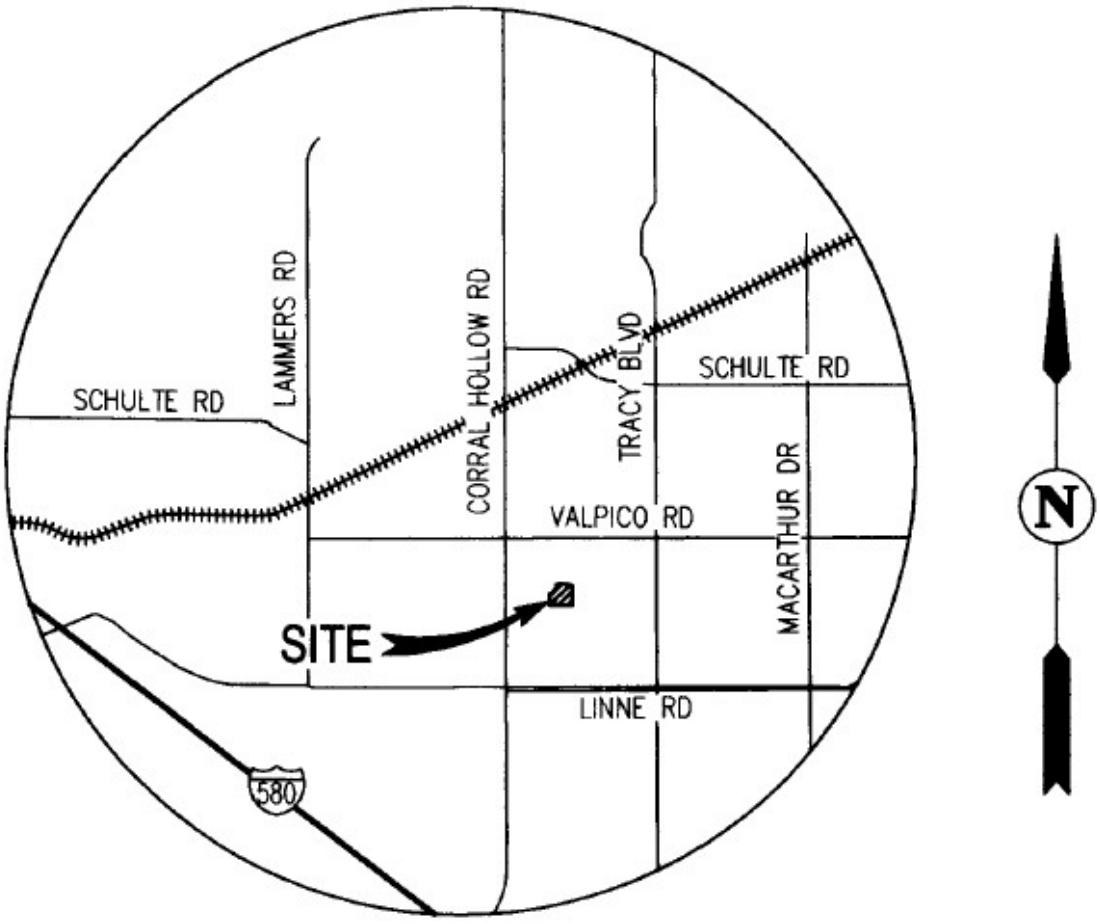
Prepared by: Miguel Hernandez, Construction Project Manager

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

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS:

Attachment A – Project Location



VICINITY MAP

NOT TO SCALE

Attachment A

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2025-_____

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(1) ACCEPTING PUBLIC IMPROVEMENTS FOR TRACT 4157 TRACY VILLAGE NEIGHBORHOOD 2A, TRACT 4158 TRACY VILLAGE NEIGHBORHOOD 2B, TRACT 4159 TRACY VILLAGE NEIGHBORHOOD 2C, TRACT 4160 TRACY VILLAGE NEIGHBORHOOD 3, AND TRACT 4161 TRACY VILLAGE NEIGHBORHOOD 4 AS COMPLETE AND ASSUMING ALL FUTURE OPERATIONS AND MAINTENANCE, (2) AUTHORIZING THE CITY ENGINEER TO RELEASE IMPROVEMENT SECURITY IN ACCORDANCE WITH THE SUBDIVISION IMPROVEMENT AGREEMENTS, AND (3) AUTHORIZING THE CITY CLERK TO FILE THE NOTICES OF COMPLETION FOR TRACTS 4157, 4158, 4159, 4160 AND 4161 WITH THE SAN JOAQUIN COUNTY RECORDER'S OFFICE.

WHEREAS, on May 15, 2018, by Resolution 2018-087 City Council approved a Vesting Tentative Subdivision Map, TSM17-0003, adopted a statement of overriding considerations and mitigation monitoring program, and certified the Environmental Impact Report for Tracy Village, and

WHEREAS, approval of the Vesting Tentative Map was subject to Conditions of Approval including a requirement to construct public sanitary sewer and water improvements within the development and all streets, street lighting, and storm drainage systems within the development are to remain privately owned and maintained by Toll West, Inc, a Delaware Corporation (Developer), and

WHEREAS, On December 19, 2023, by Resolution 2023-246, City Council approved the Subdivision Improvement Agreements for Tract 4157 Tracy Village Neighborhood 2A consisting of 93 single family residential lots, Tract 4158 Tracy Village Neighborhood 2B consisting of 33 single family residential lots, Tract 4159 Tracy Village Neighborhood 2C consisting of 23 single family residential lots, Tract 4160 Tracy Village Neighborhood 3 consisting of 80 single family residential lots, and Tract 4161 Tracy Village Neighborhood 4 consisting of 103 single family residential lots, and

WHEREAS, On February 20, 2024, by Resolution 2024-022, City Council approved Final Subdivision Maps for Tract 4157 Tracy Village Neighborhood 2A, Tract 4158 Tracy Village Neighborhood 2B, Tract 4159 Tracy Village Neighborhood 2C, Tract 4160 Tracy Village Neighborhood 3, and Tract 4161 Tracy Village Neighborhood 4, and

WHEREAS, The Final Subdivision Maps created single-family residential lots, private streets, and other parcels to be owned by the Homeowners Association, and sewer, water, emergency vehicle access, and public utility easements dedicated to the City for maintenance of public improvements, and

WHEREAS, sewer, water, emergency vehicle access, and public utility easements were accepted by the City Clerk subject to satisfactory completion of improvements, and

WHEREAS, Developer has completed all the work required to be done in accordance with the Subdivision Improvement Agreements and has requested acceptance of the public improvements and the City Engineer has inspected the completed improvements and confirmed that they conform to the Subdivision Improvement Agreements and City plans and specifications; and

WHEREAS, Developer furnished Faithful Performance, Labor and Materials, Warranty, and Monumentation Bonds assuring completion of the work; and

WHEREAS, Faithful Performance Bonds may be released upon acceptance of improvements by the City Council; and

WHEREAS, Labor and Material Bonds may be released six months after recordation of Notice of Completion as statute of limitations period expires in accordance with Civil Code §9356 and Tracy Municipal Code, and

WHEREAS, Warranty Bonds may be released one year after City Council acceptance of improvements and any warranty work is completed; and

WHEREAS, Monumentation Bonds may be released upon receipt of a letter from the land surveyor of record certifying completion and payment of fees and said letter has been submitted to the City Engineer, and

WHEREAS, the estimated cost of the improvements are as follows:

Water	$	967,839
Sanitary Sewer	$	1,170,246
Total	**$**	**2,138,805 ,** and

WHEREAS, Notices of Completion filed by the City Clerk at the Office of the San Joaquin County Recorder will commemorate satisfactory completion of improvements, and therefore be it

RESOLVED: That the City Council of the City of Tracy hereby accepts public improvements for Tract 4157 Tracy Village Neighborhood 2A, Tract 4158 Tracy Village Neighborhood 2B, Tract 4159 Tracy Village Neighborhood 2C, Tract 4160 Tracy Village Neighborhood 3, and Tract 4161 Tracy Village Neighborhood 4 as complete and assumes all future operations and maintenance, and be it

FURTHER RESOLVED: That City Council authorizes the City Engineer to release improvement security in accordance with the Subdivision Improvement Agreements; and be it

FURTHER RESOLVED: That City Council authorizes the City Clerk to file the Notices of Completion for Tracts 4157, 4158, 4159, 4160, and 4161 with the San Joaquin County Recorder’s Office.

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 2nd day of September, 2025, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTENTION: COUNCILMEMBERS:

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

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

September 2, 2025

Agenda Item 1.K

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.

R. M. Brogan

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 City Council 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, California

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

September 2, 2025

Agenda Item 1.L

RECOMMENDATION

Staff recommends that the City Council adopt an Ordinance;

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.

BACKGROUND AND LEGISLATIVE HISTORY

At its August 19, 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 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.

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.C from August 19, 2025, Regular Meeting

Attachment A

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

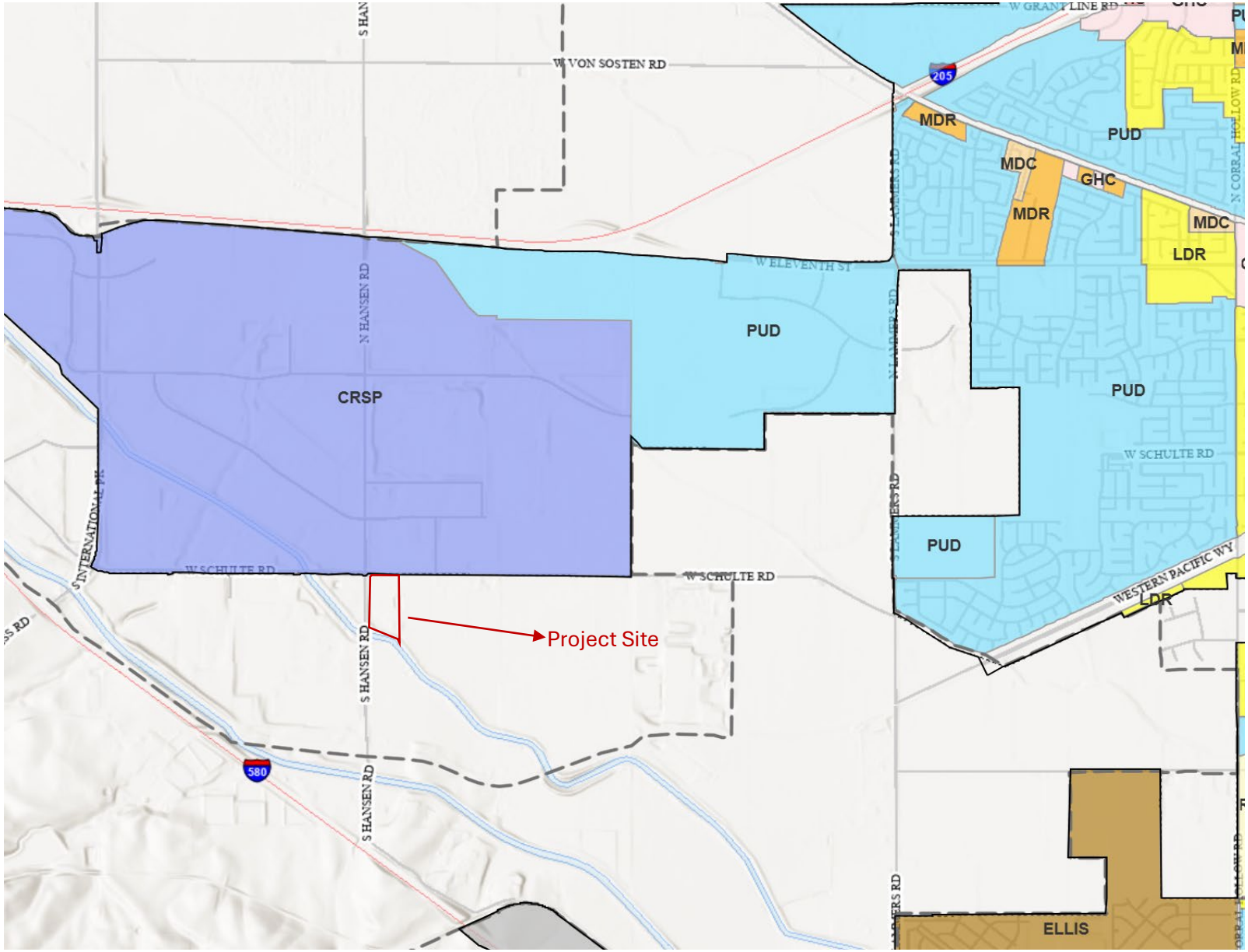
Reviewed by: Forrest Ebbs, Director of Community and Economic Development
Sara Castro, Director of Finance
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

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

ORDINANCE NO. _____

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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.

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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.

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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

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> 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.

September 2, 2025

Agenda Item 1.M

RECOMMENDATION

Staff recommends that the City Council adopt two (2) Ordinances.

Ordinance 1:
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.

Ordinance 2:
Rezoning the Triway Project site from Light Industrial to Small Lot Residential for four parcels totaling Approximately 22.6 Acres in size.

BACKGROUND AND LEGISLATIVE HISTORY

At its August 19, 2025, regular meeting, the City Council unanimously approved the introduction of both these Ordinances on a first reading. Additional background regarding the proposed Ordinances 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 these Ordinances on a second reading.

Ordinance 1:
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.

Ordinance 2:
Rezoning the Triway Project site from Light Industrial to Small Lot Residential for four parcels totaling Approximately 22.6 Acres in size.

Prepared by: Necy Lopez, Deputy City Clerk

Reviewed by: David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachments:

A: Agenda Item 3.A from August 19, 2025, Regular Meeting

ATTACHMENT A

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 AND LEGALITY

_____

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF TRACY 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

WHEREAS, the City of Tracy General Plan provides for Residential High and Residential Medium land use designations; 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 current Tracy Municipal Code does not provide for a small lot development 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 classification is intended for areas designated Residential Medium with a density range of five and nine tenths (5.9) to twelve (12) dwelling units per gross acre or Residential High with a density range of twelve and one tenth (12.1) to twenty-five (25) dwelling units per gross acre by the General Plan; and

WHEREAS, the Small Lot Residential (SLR) Zone will allow the developers to offer a diverse housing mix by introducing various small lot housing products; 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 Small Lot Residential (SLR) Zone is consistent with the General Plan; and

WHEREAS, 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; and

WHEREAS, on May 28, 2025, the Planning Commission conducted a duly noticed public hearing to consider the proposed Small Lot Residential (SLR) Zone associated with the Triway Project, and recommended that the City Council introduce and adopt an ordinance approving the SLR Zone; 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. The foregoing recitals are true and correct and are incorporated herein as findings.

SECTION 2. The City Council determines 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) in that projects with no potential for causing a significant effect on the environment need no further environmental review, as any proposed residential development project will require its own environmental review under CEQA.

SECTION 3. The City Council hereby approves the 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, as attached to this Ordinance as Exhibit 1. This zoning text amendment made by this ordinance shall be codified in the Tracy Municipal Code.

SECTION 4. This Ordinance shall take effect 30 days after its final passage and adoption.

SECTION 5. This Ordinance shall either (1) be published once in a newspaper of general circulation, within 15 days after its final adoption, or (2) be published in summary form and posted in the City Clerk's office at least five days before the ordinance is adopted and within 15 days after adoption, with the names of the Council Members voting for and against the ordinance. (Gov't. Code §36933.)

SECTION 6. 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.

* *

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 ____ day of _____, 2025, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Article 9.5 – Small Lot Residential Zone (SLR)

10.08.1471 - Purpose (SLR).

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 within the areas designated Residential Medium with a density range of five and nine tenths (5.9) to twelve (12) dwelling units per gross acre or Residential High with a density range of twelve and one tenth (12.1) to twenty-five (25) dwelling units per gross acre by the General Plan.

10.08.1472 - Permitted uses (SLR).

(a) The following uses shall be permitted in the SLR Zone:

(1) Single-family, two-family, or multiple-family dwelling; Accessory dwelling unit, subject to TMC section 10.08.3180;

(2) Boarding and rooming house;

(3) Emergency homeless shelter, subject to TMC section 10.08.3197;

(4) Single-Room Occupancy Facility ("SROs"), subject to TMC section 10.08.3197;

(5) Crop and tree farming;

(6) Public park, building or school; and

(7) Accessory use or structure as provided in section 10.08.1080 of Article 5 of this chapter.

(b) The following conditional uses shall be permitted in the SLR Zone subject to the granting of a use permit as provided in sections 10.08.4250 through 10.08.4420 of Article 34 of this chapter:

(1) Mobile home park or mobile home park subdivision;

(2) Condominium or planned residential development;

(3) Church and church related use;

(4) Educational, cultural, institutional or recreational use;

(5) Private school, nursery school or day care center;

(6) Board and care facility;

(7) Hospital, convalescent hospital, rest home or nursing home; and

(8) Mortuary.

10.08.1473 - Lot area and width (SLR).

The following lot area and width requirements shall apply in the SLR Zone:

(a) The minimum lot area shall be 1,400 square feet.

(b) The minimum lot width shall be twenty-five (25') feet. Lots may be created with access provided by a private court or lane. For such cases where a lot fronts onto a private court or lane, rather than a public street, the property line dividing the lot from the private court or lane shall be the front lot line.

(c) The requirements set forth in this section may be increased or decreased for conditional uses.

10.08.1474 - Density (SLR).

There shall be at least 1,400 square feet of net lot area for each dwelling unit in the SLR Zone.

10.08.1475 - Minimum yards (SLR).

The following minimum yards shall be required in the SLR Zone:

(a) Front: Three (3') feet, including setback to garage;

(b) Side: Three (3') feet, except that the minimum side yard shall be zero for attached dwellings, and the street side yard on a corner lot shall be five (5’) feet minimum;

(c) Rear: Three (3') feet.

(d) Distance between buildings: Six (6') feet.

(e) Detached accessory buildings shall meet the minimum distance between buildings and the minimum yards of the SLR Zone.

10.08.1476 - Height (SLR).

The maximum height in the SLR Zone shall be three stories or forty (40') feet, whichever is less.

10.08.1477 - Lot coverage (SLR).

The maximum aggregate coverage of all buildings in the SLR Zone shall not exceed seventy-five (75%) percent of the lot.

10.08.1478 - Off-street parking (SLR).

All single-family, two-family, and multiple-family dwellings in the SLR Zone shall provide off-street parking that meets the minimum requirements in Article 26 of this chapter for single-family residential.

10.08.1479 - Development review (SLR).

Development approval of all uses, buildings, and site development in the SLR Zone shall be required as provided in Article 30 of this chapter.

APPROVED AS TO FORM AND LEGALITY

_____

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF TRACY REZONING THE TRIWAY PROJECT SITE FROM LIGHT INDUSTRIAL TO SMALL LOT RESIDENTIAL FOR FOUR PARCELS TOTALING APPROXIMATELY 22.6 ACRES IN SIZE.

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 Permit (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 Small Lot Residential (SLR) Zone is consistent with the General Plan; 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, and 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, On May 28, 2025, the Planning Commission conducted a duly noticed public hearing to consider the proposed Small Lot Residential (SLR) Zone associated with the Triway Project, and recommended that the City Council rezone the property from Light Industrial to Small Lot Residential; 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. The foregoing recitals are true and correct and are incorporated herein as findings.

SECTION 2. The City Council determines 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. 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. Therefore, no further environmental review is necessary.

SECTION 3 The City Council hereby approves the rezone of the project site from Light Industrial to Small Lot Residential for four parcels totaling approximately 22.6 acres in size, as attached to this Ordinance as Exhibit 1.

SECTION 4. This rezone will become effective once the Small Lot Residential (SLR) Zone has its final adoption and becomes effective.

SECTION 5. This Ordinance shall take effect 30 days after its final passage and adoption.

SECTION 6. This Ordinance shall either (1) be published once in a newspaper of general circulation, within 15 days after its final adoption, or (2) be published in summary form

and posted in the City Clerk's office at least five days before the ordinance is adopted and within 15 days after adoption, with the names of the Council Members voting for and against the ordinance. (Gov't. Code §36933.)

SECTION 7. 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.

* *

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 ____ day of _____, 2025, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

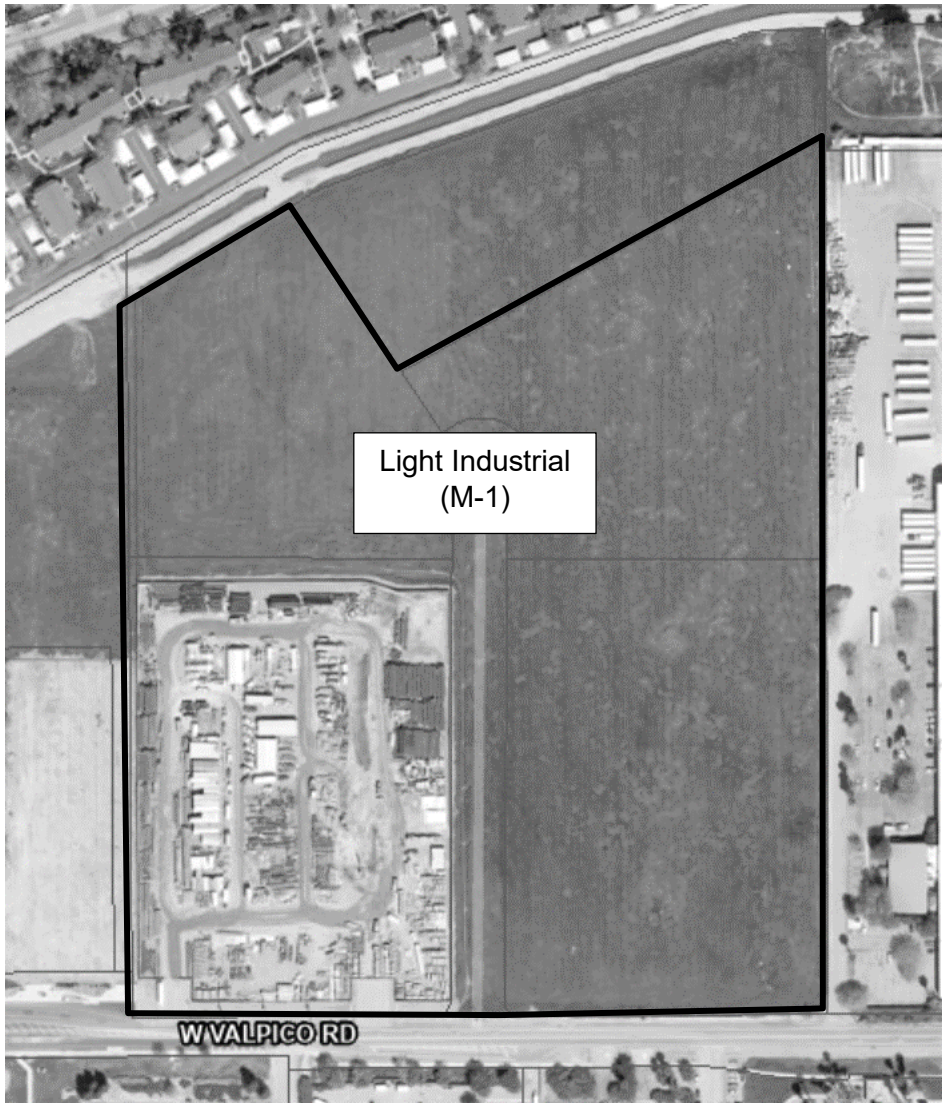
_____
MAYOR

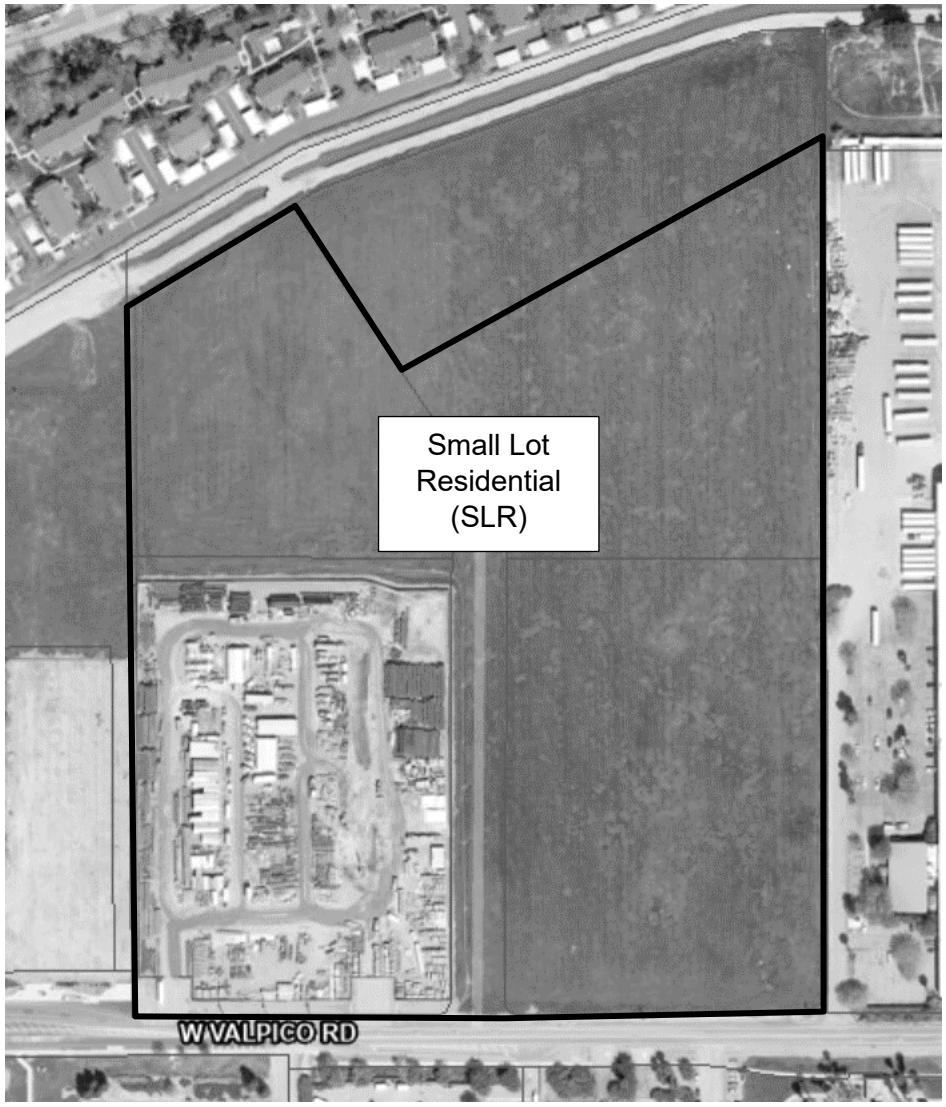
ATTEST:

_____
CITY CLERK

Exhibit 1
(to Attachment C)

Triway Project Rezone





September 2, 2025

Agenda Item 1.N

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution approving a Purchase Agreement for Goods, Commodities and Ancillary Services with NWN Corporation, utilizing State of California Department of General Services (DGS), California Department of Technology (CDT) and the National Association of State Procurement Officials (NASPO) Cooperative Purchasing Agreements in a not to exceed amount of $680,000 per calendar year and the term ending on September 30, 2029.

EXECUTIVE SUMMARY

This agenda item seeks approval of a Purchase Agreement with NWN Corporation (NWN) which is obtained by using DGS, CDT, and NASPO Cooperative Purchasing Agreements. The DGS, CDT, and NASPO operate cooperative purchasing programs that enable public agencies across California to procure goods and services at contracted pricing, leveraging group purchasing power to reduce costs. The City of Tracy is authorized to make purchases using these cooperative purchasing agreements, per Tracy Municipal Code, section 2.20.220.

This request carries no additional budgetary implications. Each purchase made under this contract remains subject to the department-specific budgetary authority granted by the City Council through the annual fiscal year budgetary approval process.

BACKGROUND AND LEGISLATIVE HISTORY

The Innovation and Technology (IT) Department supports more than 750 digital computers (Table 1), printers, servers, mobile devices on a large and complex wired and wireless secure computer data network. This includes equipment specific in the Police Vehicles and specialized devices for the Investigations Unit to support the needs of the Police Department. Also, multi-media services and public access through Channel 26 require technology platforms that are reliable and accessible to the public and that require regular maintenance and replacement to ensure reliable service delivery. Each year due to the rising number of employees within the organization, rising cost, and additional software features the cost for technology purchases increases.

Utilizing a competitive cooperative agreement from a reputable vendor for routine purchases ensures cost effective pricing and the timely availability of technology that meet the City's needs.

ANALYSIS

The City has a large computer infrastructure network, that connects the various remote sites throughout the city, which includes the Grand Theatre, Animal Shelter, Wastewater and Water

Treatment Plants, Airport, Transit Station, Community Center, etc. The data center in City Hall is the hub of this network. This network uses approximately 200 network devices (Table 1) and software to support this equipment. This infrastructure is what allows users access to email, software applications (Word, Excel, Computer-Aided Dispatch, Records Management Systems, etc.), network drives, the Internet, private and public Wi-Fi, VoIP phones, and all other hosted services.

It is crucial to replace hardware at the end of its economic life and to consistently apply software updates and patches to guarantee dependable operations and maintain a robust level of cybersecurity to allow the network to function reliably and with the proper cyber security tools.

TABLE 1 – Equipment summary

Equipment	2023/24	2024/25	2025/26
MDC's/Toughbooks (Police Mobile Computers)	75	80	82
Citywide Computers	634	645	670
iPads	140	135	140
Desk Phones	800	763	835
Network Equipment	212	341	225

(Extract from the Tracy Digital Budget Book)

The current investment by the City in desktops, laptops, server equipment, and network infrastructure is a significant investment in assets. Scheduled replacements are determined based on the age and condition of the equipment, tracked through the City's IT asset inventory system. The equipment refresh strategy follows a five-year life cycle on average, resulting in the replacement of approximately one fifth of the equipment each year. The annual replacement cost varies, particularly when high-value components like internet Firewalls need refreshing.

In addition to traditional infrastructure, the City embraces cloud-based software solutions such as Outlook for email and cloud data storage for files and backups. Maintenance of software applications is ensured through agreements with vendors, covering version upgrades, patches, and support to address any problems or issues arising with the equipment or software.

The City has used NWN for the purchase of various products and services in the past years with good results. NWN provides competitive pricing in purchases.

Leveraging the competitive pricing offered through these agreements empowers the City to procure technology at optimal rates. Adoption of this resolution to utilize these cooperative purchase agreements does not entail any commitment to make a purchase, and it carries no budgetary implications. Additionally, it streamlines operations for staff by reducing the need for extensive staff reports, contract routings, and requests for quotes, thereby benefiting all departments citywide. In the past, staff has routinely made purchases from vendors through similar state cooperative agreements, and NWN is a vendor in good standing.

FISCAL IMPACT

The proposed purchase with NWN for routine Technology purchases has been approved in the 2025-2026 Fiscal Year budget and will be part of the budget request for Fiscal Year 2026-2027 and beyond.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution approving a Purchase Agreement for Goods, Commodities and Ancillary Services with NWN Corporation, utilizing State of California Department of General Services (DGS), California Department of Technology (CDT) and the National Association of State Procurement Officials (NASPO) Cooperative Purchasing Agreements in a not to exceed amount of $680,000 per calendar year and the term ending on September 30, 2029.

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: Purchase Agreement for Goods, Commodities and Ancillary Services
Attachment B: California Department of General Services Agreements (Contract Nos. 1-24-70-19-22, 1-22-70-30, 1-22-70-35, 1-21-70-04A, 1-21-70-08C, 1-21-70-08D, CDT Contract Nos. C4-DNCS-19-001-06 Categories 20, 21, 22, 23, 27, 28, 29, and 30) NASPO Contract No. 7-20-70-47-01 (NC)

Docusign Envelope ID: 393503AA-EE68-479A-BC54-823C945CD757

CITY OF TRACY
PURCHASE AGREEMENT FOR GOODS, COMMODITIES AND ANCILLARY SERVICES WITH NWN CORPORATION

This Purchase Agreement for Goods, Commodities, and Ancillary Services **("Agreement")** is entered into between the City of Tracy, a municipal corporation ("**City**"), and NWN Corporation, a Delaware State corporation **("Vendor").** City and Vendor are referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

A. City desires to procure technology products, and related ancillary services related to the design, installation and delivery of said goods (as further described in the cooperative purchasing agreements referenced in Recital C"); and

B. This Agreement is authorized under Tracy Municipal Code 2.20.220, the City is utilizing a cooperative purchasing agreement to purchase the Equipment. All formal contract and bidding procedures to be followed in such cases shall be those specifically enumerated in the voluntary cooperative purchasing agreement or program.

C. The City is utilizing the State of California, Department of General Services Agreement (DGS), California Department of Technology (CDT) and NASPO Contract # 7-20-70-47-01 (NC) purchasing agreements to procure Information Technology Solutions and Services. The State of California Department of General Services (DGS) and California Department of Technology (CDT) operates cooperative purchasing programs that enables public agencies across California to procure goods and services at contracted pricing, leveraging group purchasing power to reduce costs in accordance with established cooperative agreements. DGS, CDT, NC and the Vendor entered into an agreement for the purchase of technology products and ancillary services related to said good in accordance with the cooperative agreement, more particularly described as the agreement Contract No 1-24-70-19-22, 1-22-70-30, 1-22-70-35, 1-21-70-04A, 1-21-70-08C, 1-21-70-08D as established by DGS (Contract) and C4-DNCS-19-001-06 Categories 20, 21, 22, 23, 27, 28, 29, and 30 as established by CDT **(Exhibit A)**

D. This Agreement is being executed pursuant to Resolution No. _____, which was adopted by the City Council for the City of Tracy on _____.

Now, therefore, the Parties mutually agree as follows:

1. **CITY PURCHASE.**

1.1. **GOODS**. The City agrees to purchase, and the Vendor agrees to sell, the Goods as more specifically outlined and described in the attached Exhibit A and incorporated by reference. The Goods shall comply with all of the standards and specifications outlined in **Exhibit A.**

1.2. **SERVICES**. The City also agrees to purchase from Vendor the services related to the design, installation delivery, and managed services of such Goods, as more specifically outlined and described the attached **Exhibit A.**

2. **NO SUBSTITUTIONS; AUTHORIZED REPRESENTATIVE.** There shall be no substitution of Goods without the prior written authorization of the City. All Goods shall be manufactured by or under the direct supervision of, the Vendor's Authorized Representative: Cari Fisher_____. Vendor

shall not replace its Authorized Representative without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel may result in the termination of this Agreement.

3. **DELIVERY DATES.** The Goods must be shipped and must arrive at the destination and Ancillary Services must be provided by the Vendor in accordance with the delivery dates to be established at the time of purchase. The Vendor shall confirm the specific delivery dates for each batch of Goods in writing prior to payment by the City of any invoice.

3.1. Except for a force majeure event, a failure by the vendor to meet the Delivery Timeline will constitute a material default of this Purchase Agreement and the City may cancel any Goods not delivered in a timely manner without liability. The Vendor must notify the City immediately if the Vendor reasonably believes the Vendor will not be able to meet the Delivery Timeline for any reason and provide the City with a schedule that the Vendor reasonably believes it will be able to meet. It is within the City's discretion whether it will accept the revised timeline.

4. **PURCHASE PRICE**. City shall pay Vendor on a fixed fee basis, at the fee amounts outlined in **Exhibit A,** attached and incorporated by reference.

4.1 **NOT TO EXCEED AMOUNT**. Vendor's total contract amount, for the aggregate of the Goods under this Agreement shall not exceed $680,000 per calendar year. No work shall be performed by Vendor in excess of the total contract amount provided in this section without the City's prior written approval. The term of this agreement shall remain in effect until Contract # 7-20-70-47-01, 1-24-70-19-22, 1-22-70-30, 1-22-70-35, 1-21-70-04A, 1-21-70-08C, 1-21-70-08D, C4-DNCS-19-001-06 Categories 20, 21, 22, 23, 27, 28, 29, and 30 are terminated or reaches its scheduled expiration date of September 30, 2029.

4.2 **INVOICES**. Vendor shall submit invoices per the outlined schedule in Purchase of Goods in Exhibit A. Vendor's failure to submit invoices in accordance with these requirements may result in the City rejecting said invoices and thereby delaying payment to Vendor.

4.3 **PAYMENT**. Within 30 days after the City's receipt of the invoice, City shall make payment to the Vendor based upon the Goods and Ancillary Services described on the invoice and approved by the City.

City shall not have an obligation to remit any payments for damaged Goods, Good that are not accepted in writing or delivery of Goods beyond the deadlines agreed upon by the parties.

5. **CANCELLATION AND TERMINATION.** The City reserves the right to terminate or cancel any portion of this Purchase Agreement at any time prior to the delivery of Goods and Ancillary Services, with or without cause, by giving Vendor written notice, provided that if the termination is without cause, then Vendor shall be entitled to payment for the value of the percentage of completion as to any units already under production to the extent such amount of the amount in excess of any down payment amounts previously paid by the City. There shall be no period of grace after giving the notice of cancellation or termination. Cancellation or termination shall become effective immediately upon the giving of notice by personal delivery or mail. The termination rights outlined in this Section 5 shall not apply to any subscription services.

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

7. **DELIVERY RISK OF LOSS**. All orders will be Free on Board (FOB) origin if not otherwise specified. Risk of loss or damage to the Goods shall remain with the Vendor until the Goods have been delivered to and accepted by the City. All Goods will be received by the City subject to its right of inspection, rejection, and revocation of acceptance under the Uniform Commercial Code. The City will be allowed a reasonable period of time to inspect the Goods and to notify Vendor of any nonconformance with the terms and conditions of the specifications. The City may reject any Goods that do not conform to the terms and conditions outlined under Exhibit A. Any Goods rejected may be returned to the Vendor at the Vendor's risk and expense.

8. **INDEMNIFICATION.** Vendor shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel), and hold harmless the City from and against any claims arising out of Vendor's gross negligence or willful misconduct in performance of this Agreement, except to the extent any claims were caused by the sole, active negligence, or willful misconduct of the City.

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

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

   8.3 Limitation of Liability. In no event shall Vendor be liable to The CITY or any third-party for any indirect, incidental, special, consequential, exemplary, punitive damages or for any loss of profits revenue, even if advised of the possibility thereof, including any damages whatsoever resulting from loss of use, data, or profits, whether in an action based on contract or tort arising out of or in connection with this Agreement. The CITY agrees that the total aggregate liability limit of Vendor shall in no event exceed the total dollar amount which The City paid during the previous twelve12) month period for the Goods, Commodities and Ancillary Services that gave rise to the claim.

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

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

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

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

9.4 **ENDORSEMENTS**. Vendor shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

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

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

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

9.6 **INSURANCE CERTIFICATE.** Vendor shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

9.7 **SUBSTITUTE CERTIFICATES.** Vendor shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

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

10. PACKING AND SHIPPING. Deliveries must be made as specified, without charge, for boxing, crating, or storage unless otherwise specified. Goods must be suitably packed to secure the lowest transportation costs and, in accordance with the requirements of common carriers, in a manner to assure against damage from weather or transportation. The City's order numbers and symbols must be plainly marked on all invoices, packages, and shipping orders. Packing lists specifying the quantity, description, and Purchase Agreement Number must accompany each box or packing shipment. The City's count or weight will be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by the City will be shipped in separate boxes or containers for each destination, at no charge.

11. **TAXES**. The Vendor must separately state on all invoices any taxes imposed by the local, state, or federal state government applicable to furnishing of Goods; provided, however, where a tax exemption is available, the tax must be subtracted from the total price and identified. Unless otherwise outlined in the Purchase Agreement, the Purchase Price will not be considered to include California state and city sales or use tax.

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

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

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

13.1 This duty to defend shall apply whether or not such claims, allegations, law-suits, or proceedings have merit or are meritless, or which involve claims or allegations that any of the Parties to be defended were actively, passively, or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage or injury. Vendor agrees to provide this defense immediately upon written notice from the City, and with well-qualified, adequately insured, and experienced legal counsel acceptable to the City.

14. **REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATIONS.** Vendor warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work performed, or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

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

To City:
City of Tracy
Norbert Ruijling, CIO
333 Civic Center Plaza
Tracy, CA 95376

To Vendor:
NWN Corporation
659 South County Trail
Exeter, RI 02822

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

16. MISCELLANEOUS

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

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

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

16.4 ASSIGNMENT AND DELEGATION. Vendor may not assign, transfer, or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be consent to any subsequent assignment.

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

16.6 COMPLIANCE WITH THE LAW. Vendor shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

16.6.1 HAZARDOUS MATERIAL. Vendor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of performing their services.

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

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

16.8 **BUSINESS LICENCE**. Before the City signs this Agreement, Vendor shall obtain a City of Tracy Business License. Vendor shall maintain an active City of Tracy Business License during the term of this Agreement.

16.9 **SUCCESSORS AND ASSIGNS**. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

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

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

16.12 **CONTROLLING PROVISIONS**. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Vendor's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibit hereto and the Vendor's proposal (if any), the Exhibit shall control.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

_____
L. David Nefouse, City Attorney

NWN Corporation

By: DocuSigned by: Adam Frankel 3D9DC959F76B4F8...
Danny Alberto

Title: Assistant General Counsel
Date: 8/6/2025 | 3:02 PM EDT

Federal Employer Tax ID No.
043532235

By: Signed by: Noah Asher FEBF8C4C32CF41C...
Noah Asher

Title: Chief Financial Officer

Date: 8/6/2025 | 9:58 AM PDT

Exhibits:

A Statewide Contract General Services Agreement Contract No. 1-24-70-19-22, 1-22-70-30, 1-22-70-35, 1-21-70-04A, 1-21-70-08C, 1-21-70-08D, and California Department of Technology Contract No, C4-DNCS-19-001-06 Categories 20, 21, 22, 23, 27, 28, 29, and 30. NASPO Contract # 7-20-70-47-01 (NC)

EXHIBIT A

EXHIBIT A – Statewide Contract General Services Agreement Contract No. 1-24-70-19-22, 1-22-70-30, 1-22-70-35, 1-21-70-04A, 1-21-70-08C, 1-21-70-08D and California Department of Technology Contract No. C4-DNCS-19-001-06 Categories 20, 21, 22, 23, 27, 28, 29 and 30 and NASPO Contract No. 7-20-70-47-01 (NC)

DGS Contract #1-24-70-19-22
DGS Contract #1-22-70-30
DGS Contract #1-22-70-35
DGS Contract #1-21-70-04A
DGS Contract #1-21-70-08C
DGS Contract #1-21-70-08D
NASPO Contract #7020-7047-01 (NC)

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

ADOPT A RESOLUTION APPROVING A PURCHASE AGREEMENT FOR GOODS, COMMODITIES AND ANCILLARY SERVBICES WITH NWN CORPORATION, UTILIZING STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES (DGS), CALIFORNIA DEPARTMENT OF TECHNOLOGY (CDT) AND THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO) COOPERATIVE PURCHASING AGREEMENTS IN A NOT TO EXCEED AMOUNT OF $680,000 PER CALENDAR YEAR AND THE TERM ENDING ON SEPTEMBER 30, 2029.

WHEREAS, the City of Tracy is proposing to utilize the DGS, CDT and NASPO Cooperative purchasing agreements #1-24-70-19-22, 1-22-70-30, 1-22-70-35, 1-21-70-04A, 1-21-70-08C, 1-21-70-08D, C4-DNCS-19-001-06 Categories 20, 21, 22, 23, 27, 28, 29, 30 and 7-20-70-47-01 contracts with NWN Corporation, for a term that ends on September 30, 2029, for Information Technology Solutions and services for an amount not to exceed $680,000; and

WHEREAS, staff has been using NWN Corporation, products for several years and the vendor has proven to be in good standing with the City of Tracy; and

WHEREAS, authorizing the use of this cooperative agreements will allow the City to procure products and services in a timely manner and to take advantage of the significant discounts in this agreement, as well as create efficiencies for staff; and

WHEREAS, the proposed purchase with NWN Corporation for routine Technology purchases has been approved by City Council in the 2025-2026 Fiscal Year budget and will be part of the budget request for Fiscal Year 2026-2027 and beyond as a routine request that is in line with expectation; now therefore be it

RESOLVED: That the City Council of the City of Tracy hereby approves the use of the DGS, CDT, and NASPO cooperative agreements #1-24-70-19-22, 1-22-70-30, 1-22-70-35, 1-21-70-04A, 1-21-70-08C, 1-21-70-08D, C4-DNCS-19-001-06 Categories 20, 21, 22, 23, 27, 28, 29, 30 and 7-20-70-47-01 contracts with NWN Corporation for a term that ends on September 30, 2029, and for an amount not to exceed $680,000 per calendar year.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council 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, California

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

September 2, 2025

Agenda Item 1.O

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (1) appropriating up to $343,000 from the South San Joaquin County Fire Authority into the Project budget for the Fire Training Facility at the NEI Reservoir, Capital Improvement Project 71109, and (2) authorizing the City Manager to execute a Funding Agreement with South San Joaquin County Fire Authority for supplemental funding for the project, and (3) amending the construction contingency amount from the existing not-to-exceed amount of $172,083 to a revised not-to-exceed amount of $515,083, and (4) authorizing the City Manager to approve change orders up to the revised contingency amount, if needed, and (5) approving a total not-to-exceed Project budget of $4,486,170.

EXECUTIVE SUMMARY

This agenda item seeks to adopt a resolution to facilitate the construction of the permanent storm drain basin and related infrastructure for the Fire Training Facility at the NEI Reservoir, Capital Improvement Project (CIP) 71109 located on Chrisman Road (Attachment A). The resolution authorizes the appropriation of $243,000 from the South San Joaquin County Fire Authority (SSJCFA) as approved by the Board of Directors on July 10, 2025 (SSJCFA Resolution No. 2025-020, Attachment B) and allows Finance to request an additional appropriation of up to $100,000 from SSJCFA in the event the existing project contingency balance is fully exhausted. This agenda item also seeks to authorize the City Manager to execute a Funding Agreement to facilitate the appropriation of funding with SSJCFA.

In addition, this resolution requests amending the construction contingency amount from $172,083 to a not-to-exceed amount of $515,083 and authorizing the City Manager to approve change orders up to the revised contingency amount, if needed. In addition, we request Council to approve a revised total construction contract not-to-exceed Project budget of $4,486,170.

BACKGROUND AND LEGISLATIVE HISTORY

The Fire Training Facility at the NEI Reservoir, CIP 71109 (Project), was approved on February 5, 2019, by Resolution No. 2019-013 and added to the FY 2018/19 budget. The Project is designed to be constructed in phases that can easily be expanded to accommodate future fire training amenities needed by the SSJCFA. Phase 1 of the Project includes the installation of a fire training tower, a parking lot, a storm drain system with a temporary storm retention basin, an automated security gate with chain-link perimeter fencing, utilities, and an empty training field. As additional funding becomes available, the Project will be expanded to incorporate additional amenities.

On October 4, 2022, San Joaquin County (the County) approved funding of $2,599,234 for American Rescue Plan Act funds to cover a portion of the Project costs, as requested by the SSJCFA.

On May 21, 2024, the City Council adopted Resolution No. 2024-076 that (a) designated 5.13 acres of the City-owned property for the Project; (b) authorized the execution of a Memorandum of Understanding with San Joaquin County for the award of $2,599,234 of American Rescue

Plan Act (ARPA) grant funds for Phase 1 of the Project costs; and (c) appropriated the grant funds to the Project. The ARPA funding is a grant reimbursement, such that the County will reimburse the City upon delivery of invoices.

On August 14, 2024, the SSJCFA Board authorized the allocation of $340,000 from SSJCFA funds to Phase 1 of the Project to help cover project costs. Future phases of the Project are anticipated to be funded through future grants and the future Fire Public Safety Facility Master Plan Fees.

In May 2024, the City advertised Phase 1 of the Project for a competitive bid, and on September 3, 2024, a construction contract totaling $3,441,656 was awarded to GradeTech Inc. of Livermore, CA by Resolution No. 2024-153.

ANALYSIS

During the early design phase, the permanent stormwater retention basin and associated piping were value-engineered out of Phase I to reduce initial costs. A temporary basin was implemented into the design to meet regulatory requirements. SSJCFA has since determined that completing the permanent basin and related storm drain pipe now is in the best long-term interest of the Project.

On July 10, 2025, the SSJCFA Board adopted Board Resolution No. 2025-020, authorizing $243,000 in additional funding for the change order work to complete the permanent basin and related infrastructure using existing project contingency, a grant, and end-of-year savings from last fiscal year. The Board also authorized the use of additional SSJCFA reserves (if needed) to facilitate contract change orders to complete Phase 1 of the Project.

The addition of the permanent basin provides long-term operational benefits, avoids future contractor remobilization, and frees space for future training prop installations. The cost for the additional scope of work totals $409,654, which exceeds the contract contingency approved in September 2024, and thus requires City Council approval.

To ensure construction continues efficiently without delays, staff recommend granting the City Manager the authority to execute a funding agreement with the SSJCFA for this change order work (see Attachment C). Staff further recommend granting the City Manager the authority to approve this change order and any related change orders associated with the Project, in a cumulative amount not-to-exceed $515,083 in accordance with Tracy Municipal Code Section 2.20.090(b) and the California Public Contract Code Section Public Contract Code § 21152. This reflects the SSJCFA Board's full funding commitment, including a not-to-exceed $100,000 reserve funding for Phase 1 project change orders if needed.
The total estimated cost of the construction contract, if approved, is:

Original Construction Contract	$ 3,441,656
Original Construction Contingency	$ 172,083
SSJCFA Contingency Funding Approved 7/10/25	$ 243,000
SSJCFA Contingency Funding from Reserves (if needed)	$ 100,000
Revised Not-to-Exceed Construction Contract Amount	$ 3,956,739

FISCAL IMPACT

The Fire Training Facility, CIP 71109, is an approved Capital Improvement Project with a previously approved budget of $4,143,170. Staff recommend that the City Council appropriate $243,000 in additional funding from SSJCFA, with another $100,000 reserve funding from SSJCFA as needed per the funding agreement between the City and the SSJCFA. With the additional appropriation of funding from the SSJCFA, there are sufficient funds available for the revised not-to-exceed contract amount. The funding source and Project budget are as follows:

Funding Source	Budget	Expensed / Committed	Balance
South San Joaquin County Fire Authority	$ 340,000	$ 340,000	$ -
Tracy Rural Fire District	$ 275,625	$ 275,625	$ -
369 - TIMP Public Safety Fire	$ 478,311	$ 478,311	$ -
605 - Equipment Replacement	$ 450,000	$ 450,000	$ -
San Joaquin County (ARPA)	$ 2,599,234	$ 2,599,234	$ -
Current Budget	$ 4,143,170	$ 4,143,170	$ -
Total Project Cost	$ 4,486,170		
Current Shortfall	$ (343,000)		
Funding Source			
South San Joaquin County Fire Authority	$ 343,000		$ 343,000
Requested Appropriations			$ 343,000
Total Budget	$ 4,486,170		$ 343,000

PUBLIC OUTREACH / INTEREST

Not Applicable.

COORDINATION

The City's Engineering staff coordinated with the San Joaquin County, South San Joaquin County Fire Authority, and other community stakeholders.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) DETERMINATION

On May 21, 2024, the City Council conducted a public hearing and upon its conclusion adopted the Initial Study/Negative Declaration for the entire Project, including all phases of the Project, and approved Resolution No. 2024-075 authorizing staff to file the Notice of Determination with the San Joaquin County Clerk's Office, completing the environmental document process for CIP 71109 in compliance with CEQA. The Notice of Determination has been filed with the San Joaquin County Clerk's Office. Because the Project environmental clearance was for the full project design scope, this change order to the Phase 1 scope of work has already been included in all environmental documents and will not require any additional environmental clearance or Habitat Mitigation fee payments.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Public Safety Strategic Priority, which provides support for emergency operations preparedness, response, and recovery.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution (1) appropriate up to $343,000 from the South San Joaquin County Fire Authority into the Project budget for the Fire Training Facility at the NEI Reservoir, Capital Improvement Project 71109, and (2) authorize the City Manager to execute a Funding Agreement with South San Joaquin County Fire Authority for supplemental funding for the project, and (3) amend the construction contingency amount from the existing not-to-exceed amount of $172,083 to a revised not-to-exceed amount of $515,083, and (4) authorize the City Manager to approve change orders up to the revised contingency amount, if needed, and (5) approve a total not-to-exceed Project budget of $4,486,170.

Prepared by: D'Evelyn Spekner, Associate Engineer
Lauren Gonzales, Management Analyst II

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

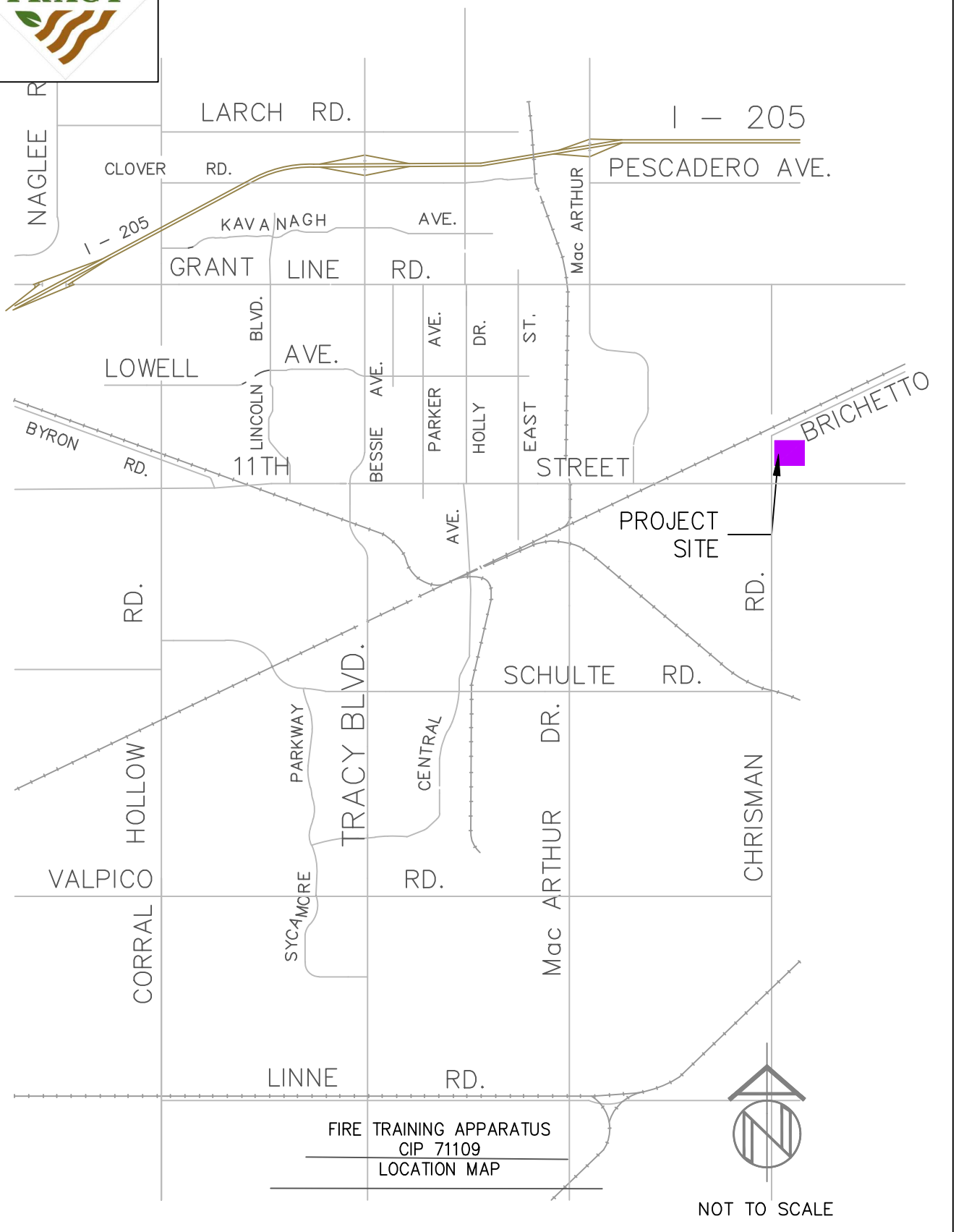
Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Location Map
Attachment B – SSJCFA's Staff Report and Resolution 2025-020
Attachment C – Funding Agreement – CIP 71109 - City of Tracy and SSJCFA

Attachment A

CITY OF TRACY



LOCATION MAP

South San Joaquin County Fire Authority

835 Central Avenue, Tracy, CA 95376 | Tel: (209)831-6702 Fax: (209)831-6732

STAFF REPORT

TO: Board of Directors **MEETING DATE: JULY 10, 2025**

PREPARED BY: Brian Bagley, Deputy Chief
APPROVED BY: Randall Bradley, Fire Chief

ITEM: AUTHORIZE STAFF TO USE A COMBINATION OF END-OF-YEAR FUNDS, CONTINGENCY FUNDS, GRANT FUNDING, AND RESERVES (IF NEEDED) TO FACILITATE A $409,000 CHANGE ORDER AT THE REGIONAL FIRE TRAINING TOWER

RECOMMENDATION

Staff recommends the Board approve, by resolution, the allocation of $409,000 for a change order related to the South San Joaquin County Regional Fire Training Center construction project. The funding will be provided through a combination of available project contingency funds, a secured grant, and end-of-year budget savings. If any portion of the contingency funds is subsequently required for unforeseen project costs, reserves will be used to cover the resulting shortfall. The change order will support:

- Final grading of the northern section of the site,
- Excavation of the permanent stormwater retention basin, and
- Installation of all associated stormwater runoff infrastructure tie-ins.

BACKGROUND

The Regional Fire Training Center is approaching completion. During early design and budgeting, the permanent stormwater retention basin and associated piping were value-engineered out of Phase I of the project to reduce initial construction costs. A temporary retention solution was implemented to maintain compliance with regulatory requirements during construction.

Project progress has remained efficient, with only $6,000 of the original $172,000 contingency fund used. In addition, the Authority has secured a $50,000 FOCUS grant and identified sufficient end-of-year fund balances to support this additional work scope.

Including the permanent basin now provides an estimated cost savings of approximately $200,000, compared to deferring it to a future phase. Deferral would require contractor remobilization, inflationary increases in materials and labor, and additional permitting steps. Completing this work now will also free up the temporary basin area for training props and future training activities, expanding the site's long-term utility.

DISCUSSION

This scope of work enhances the completeness and efficiency of the Training Center while remaining consistent with operational needs and environmental standards. While the temporary basin is sufficient for current compliance, completing the permanent basin now avoids future cost escalation and operational disruption.

By acting at this time, the Authority can:

- Realize significant cost avoidance
- Avoid the risks of construction delays in a later phase
- Fully utilize the training site without space limitations caused by a temporary basin

This change order represents a strategic and proactive investment that strengthens the long-term functionality and sustainability of the facility.

FISCAL IMPACTS

The total cost exposure for the change order is $409,000 and will be funded through the following combination:

- Up to but not to exceed $166,000 from available project contingency funds
- $50,000 from a secured FOCUS grant
- $193,000 from identified end-of-year funding
- And reserves, if needed, only as a last resort.

No additional appropriation is required at this time.

ATTACHMENTS

1. Resolution authorizing staff to use a combination of end-of-year funds, contingency funds, grant funding, and reserves (if needed) to facilitate a $409,000 change order at the Region Fire Training Tower

RESOLUTION NO.: 2025-020

AUTHORIZING STAFF TO USE A COMBINATION OF END-OF-YEAR FUNDS, CONTINGENCY FUNDS, GRANT FUNDING, AND RESERVES (IF NEEDED) TO FACILITATE A $409,000 CHANGE ORDER AT THE REGIONAL FIRE TRAINING TOWER

WHEREAS, the South San Joaquin County Fire Authority is completing construction of the Regional Fire Training Center to enhance operational readiness and firefighter training capacity; and

WHEREAS, during the original planning and budgeting for the Training Center, the permanent stormwater retention basin and associated infrastructure were value-engineered out of Phase I to reduce upfront project costs, and a temporary retention solution was implemented to ensure regulatory compliance during construction; and

WHEREAS, due to effective fiscal management, minimal contingency funds have been expended to date and end-of-year funds and grant resources have been identified to potentially complete the retention basin and associated infrastructure during the current construction phase; and

WHEREAS, incorporating the permanent retention basin and related drainage tie-ins into Phase I is estimated to result in a cost avoidance of approximately $200,000 by eliminating future mobilization, inflationary, and regulatory compliance costs; and

WHEREAS, completing the retention basin at this time will also allow the area currently used for temporary retention to be repurposed for training props and other training activities, enhancing the long-term functionality of the facility; and

WHEREAS, staff has identified $166,000 in unspent project contingency funds, $50,000 in secured grant funding through the Focusing On Children Under Stress (FOCUS) program, and $193,000 in end-of-year funding and reserves, if needed, to support the change order; and

WHEREAS, the Board of Directors desires to facilitate the timely and cost-effective completion of critical infrastructure necessary for full operational readiness of the Regional Fire Training Center.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the South San Joaquin County Fire Authority by this Resolution hereby:

1. Approves a change order in the amount of $409,000 to complete grading of the northern development area, excavation of the permanent stormwater retention basin, and installation of drainage piping and infrastructure tie-ins at the Regional Fire Training Center;
2. Authorizes the use of up to $166,000 in available project contingency funds, $50,000 in FOCUS grant funds, and up to $193,000 in end-of-year funds and reserves, as necessary, to fully fund the change order;

3. Authorizes staff to proceed with the change order and continue use of contingency funds as required for project completion;
4. Directs staff to return to the Board for further approval if contingency funds are exhausted or additional unforeseen costs arise related to this work.

IT IS HEREBY CERTIFIED that the above and foregoing resolution was passed and adopted by the Board of Directors of the South San Joaquin County Fire Authority at its regular meeting held on the 10th day of July, 2025, by the following vote:

AYES:	BOARD MEMBERS:	REECE, ABERCROMBIE, RAMSEY, NYGARD
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

ATTEST:

Nicole Boswell, Clerk of the Board

APPROVED:

Pete Reece, Chairperson of the Board

Agreement No. _____

City of Tracy

FUNDING AGREEMENT

FIRE TRAINING FACILITY, CAPITAL IMPROVEMENT PROJECT 71109
SUPPLEMENTAL FUNDING ALLOCATION

This Funding Agreement (hereinafter "**Agreement**") is made and entered into as of the _____ day of _____, 2025, by and between the South San Joaquin County Fire Authority, a Joint Powers Authority organized under the laws of the State of California ("SSJCFA"), and the CITY OF TRACY, a municipal corporation organized and existing under the laws of the State of California ("City"). The City and SSJCFA are each a “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, the SSJCFA is a Joint Powers Authority duly formed pursuant to California Government Code Section 6500 et seq., with authority to fund and support fire-related capital improvement projects for the benefit of its member agencies; and

WHEREAS, the City is undertaking a capital improvement project to construct or enhance a regional Fire Training Facility at the NEI Reservoir, Capital Improvement Project 71109 ("Project") located at 1276 N Chrisman Road, Tracy, CA 95304, which will serve the needs of the Fire Authority and its member agencies; and

WHEREAS, under City Resolution No. 2024-153, a construction contract was awarded to GradeTech, Inc. (Contractor) for the Project to include installation of a Temporary Storm Basin and related infrastructure; and

WHEREAS, SSJCFA identified additional funding available to construct the Permanent Storm Basin and related infrastructure, which would be a benefit to the project and coordinated to request a cost from the existing Contractor to identify costs associated with the ultimate improvement; and

WHEREAS, the Fire Authority has committed funding in the amount of Two Hundred Forty-Three Thousand Dollars ($243,000) by action of its governing board on July 10, 2025, to support eligible expenses associated with the construction of the Permanent Storm Basin for the Project, subject to the terms and conditions of this Agreement; and

WHEREAS, the Fire Authority desires to provide the City with authorization to invoice for additional funding up to the amount of $100,000 to support additional contingency expenses associated with the Project, if required, and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. TIME AND PERFORMANCE: Time is of the essence in performing the obligations and requirements of this Agreement, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing by mutual consent of the parties.

2. TERM OF AGREEMENT: The term of this agreement shall begin upon the first date that it is fully executed by the City and SSCFA and shall continue in effect until the City has accepted the Project as completed. Upon receiving the final notice of completion for the Project, the agreement will be effectively terminated.

3. FUNDING CONTRIBUTION: Not later than thirty (30) days after executing this Agreement, SSJCFA shall deliver to the City a one-time contribution amount not to exceed $243,000 (“Funding Amount”) for eligible costs associated with the construction of the Permanent Storm Basin and related infrastructure. Eligible costs include but are not limited to: site preparation and grading, construction materials, project management, and inspections associated with constructing the permanent storm basin. The City shall not use the funds for unrelated purposes that do not directly support the Project construction.

4. FUTURE FUNDING COMMITMENT: The City shall have the option to request additional funding up to the amount not to exceed $100,000 to be used to supplement the construction contingency for the Project in the event that the approved available contingency funding is exhausted, if required. The City shall request additional funding in writing for change orders for the project to SSJCFA, including a copy of the contractor's Proposed Change Order (PCO), supporting information, and an invoice for the requested funding amount, for review. Upon approval of the PCO by both parties, SSJCFA agrees to submit payment for the invoice within 30 days of acceptance to be utilized for the PCO payment to the Contractor.

5. PROJECT MANAGEMENT: City will be solely responsible for all decisions regarding project management and will coordinate with SSJCFA representatives on an as-needed basis during the construction to discuss any relevant issues regarding work progress as they relate to the budget for the Project.

6. REPORTING AND DOCUMENTATION: The City agrees to maintain complete records of all Project expenditures funded by this Agreement. Upon request, the City agrees to provide a financial summary of expenses to SSJFA upon completion of the project.

7. INDEMNITY: Each Party agrees to indemnify, defend, and hold harmless the other Party, its officers, agents, and employees, from and against any claims or liabilities arising out of the performance of its obligations under this Agreement, except to the extent caused by the negligence or willful misconduct of the other Party.

8. GENERAL PROVISIONS

   8.1 Governing Law. The laws of the State of California shall govern this Agreement.

   8.2. Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes all prior agreements or understandings.

   8.3. Amendments. This Agreement may only be amended in writing signed by both Parties.

8.4. Notices. Any notices required shall be sent to:

City of Tracy	South San Joaquin County Fire Authority:
_____	_____
Name: _____	Name: _____
Title: _____	Title: _____
City of Tracy 333 Civic Center Plaza Tracy, CA 95376	South San Joaquin County Fire Authority 835 Central Avenue Tracy, CA 95376

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Signatures:

City of Tracy	South San Joaquin County Fire Authority:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Attest:

_____
April B. A. Quintanilla, City Clerk of the
City of Tracy

Approved as to Form:

_____
L. David Nefouse, City Attorney

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2025-_____

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(1) APPROPRIATING UP TO $343,000 FROM THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY INTO THE PROJECT BUDGET FOR THE FIRE TRAINING FACILITY AT THE NEI RESERVOIR, CAPITAL IMPROVEMENT PROJECT 71109, AND (2) AUTHORIZING THE CITY MANAGER TO EXECUTE A FUNDING AGREEMENT WITH SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY FOR SUPPLEMENTAL FUNDING FOR THE PROJECT, AND (3) AMENDING THE CONSTRUCTION CONTINGENCY AMOUNT FROM THE EXISTING NOT-TO-EXCEED AMOUNT OF $172,083 TO A REVISED NOT-TO-EXCEED AMOUNT OF $515,083, AND (4) AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE REVISED CONTINGENCY AMOUNT, IF NEEDED, AND (5) APPROVING A TOTAL NOT-TO-EXCEED PROJECT BUDGET OF $4,486,170.

WHEREAS, the Fire Training Facility at the NEI Reservoir, Capital Improvement Project 71109 (Project), was approved on February 5, 2019, by Resolution No. 2019-013 and added to the FY 2018/19 budget; and

WHEREAS, the Project has been designed to be constructed in phases that can easily be expanded to accommodate future fire training amenities and facilities needed by the SSJCFA and the region; and

WHEREAS, Phase 1 of the Project includes the installation of a fire training tower, a parking lot, a storm drain system with a temporary storm retention basin, an automated security gate with chain-link perimeter fencing, utilities, and an empty training field; and

WHEREAS, on May 21, 2024, the City Council adopted Resolution No. 2024-076 that (a) designated 5.13 acres of the City-owned property for the Project; (b) authorized the execution of a Memorandum of Understanding with San Joaquin County for the award of $2,599,234 of American Rescue Plan Act (ARPA) grant funds for Phase 1 of the Project costs; and (c) appropriated the grant funds to the Project; and

WHEREAS, on August 14, 2024, the SSJCFA Board authorized the allocation of $340,000 from SSJCFA funds to Phase 1 of the Project to help cover project costs; and

WHEREAS, in May 2024, the City advertised Phase 1 of the Project for competitive bid, and on September 3, 2024, a construction contract totaling $3,441,656 was awarded to GradeTech Inc. of Livermore, CA by Resolution No. 2024-153; and

WHEREAS, during the early design phase, the permanent stormwater retention basin and associated piping were value-engineered out of Phase I to reduce initial costs. A temporary basin was implemented to meet regulatory requirements; and

WHEREAS, SSJCFA has since determined that completing the permanent basin and related storm drain pipe now is in the best long-term interest of the Project; and

WHEREAS, on July 10, 2025, the SSJCFA Board adopted Board Resolution No. 2025-020, authorizing $243,000 in additional funding for the change order work to complete the permanent basin and related infrastructure using existing project contingency, a grant, and end-of-year savings from last fiscal year. The Board also authorized the use of additional SSJCFA reserves (if needed) to facilitate contract change orders to complete Phase 1 of the Project; and

WHEREAS, the addition of the permanent basin provides long-term operational benefits, avoids future contractor remobilization, and frees space for future training prop installations. The cost for the additional scope of work totals $409,654, which exceeds the contract contingency approved in September 2024, and therefore requires City Council approval; and

WHEREAS, To ensure construction continues efficiently without further delays, staff recommend granting the City Manager the authority to execute a funding agreement with the SSJCFA for this change order work; and

WHEREAS, staff further recommend granting the City Manager the authority to approve this change order and any related change orders associated with the Project, in a cumulative amount not-to-exceed $515,083 in accordance with Tracy Municipal Code Section 2.20.090(b) and the California Public Contract Code Section Public Contract Code § 21152. This reflects the SSJCFA Board's full funding commitment, including a not-to-exceed $100,000 reserve funding for Phase 1 project change orders if needed; and therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby adopts a resolution to appropriate up to $343,000 from the South San Joaquin County Fire Authority into the Project budget for the Fire Training Facility at the NEI Reservoir, Capital Improvement Project 71109; and be it

FURTHER RESOLVED: That the City Council authorizes the City Manager to execute a Funding Agreement with South San Joaquin County Fire Authority for supplemental funding for the project; and be it

FURTHER RESOLVED: That the City Council amends the construction contingency amount from the existing not-to-exceed amount of $172,083 to a revised not-to-exceed amount of $515,083; and be it

FURTHER RESOLVED: That the City Council authorizes the City Manager to approve change orders up to the revised contingency amount, if needed; and be it

FURTHER RESOLVED: That the City Council approves a total not-to-exceed Project budget of $4,486,170.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 2nd 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, California

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

September 2, 2025

Agenda Item 3.A

RECOMMENDATION

The City of Tracy Planning Commission recommends that the City Council conduct a public hearing, and upon its conclusion, consider the following actions:

1. **Adopt a Resolution approving a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the approval of the I-205 Corridor Specific Plan Amendment and Development Review Permit for the construction of an approximately 52,000 square foot, 4-story, 107 room hotel, and an approximately 47,000 square foot, 4-story, 70 room hotel, and site improvements, located at 3055, 3095, 3125 N. Corral Hollow Road, Assessor's Parcel Numbers 212-260-07, -08, and -09 (Project) in accordance with the California Environmental Quality Act, based on the findings, pursuant to Public Resources Code sections § 21064.5 and 21080(c);**

2. **Introduce an Ordinance approving an amendment to the I-205 Corridor Specific Plan that (A) amends the Specific Plan boundary to include a 0.46-acre parcel located at 3055 N. Corral Hollow Road, Assessor's Parcel Number 212-260-09, (B) designates 3055 N. Corral Hollow Road, Assessor's Parcel Number 212-260-09 as General Commercial, and (C) increases the maximum floor area ratio requirement for hotels and motels from 0.6 to 1.0; and**

3. **Adopt a Resolution (A) approving a Development Review Permit for the construction of the project; and (B) approving a determination for a parking reduction of 20 percent pursuant to Tracy Municipal Code section 10.08.3470(e).**

EXECUTIVE SUMMARY

This agenda item is a public hearing to consider the Avid/Candlewood and Hilton Garden Hotel Project, which involves a proposed Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, I-205 Corridor Specific Plan Amendment, Development Review Permit for the construction of the two hotels and site improvements located at 3055, 3095, 3125 N. Corral Hollow Road, and a determination for a parking reduction of 20 percent.

The Planning Commission conducted a public hearing on July 23, 2025 to consider making a recommendation to the City Council for this project. There were no public comments for this item. A Planning Commissioner made a motion to recommend approval of this Project and it passed by a Planning Commission vote of 4-0, with one commissioner absent.

BACKGROUND AND LEGISLATIVE HISTORY

In August of 1990, City Council adopted the I-205 Corridor Specific Plan.

In January of 2013, City Council approved an ordinance adding section 10.08.3470(e) to the Tracy Municipal Code to allow a reduction in parking requirements when actual parking demand is lower than as required in code as demonstrated by a parking study.

In February of 2017, City Council approved an amendment to the I-205 Corridor Specific Plan maximum floor area ratio (FAR) for hotels and motels from 0.4 to 0.6 in conjunction with the construction of the Marriott Towneplace hotel.

ANALYSIS

Project Description

The Avid/Candlewood & Hilton Garden Hotel project is on a 3.17-acre site made up of three parcels, 3055, 3095, and 3125 N. Corral Hollow Road, located at the northwest corner of Interstate 205 and N. Corral Hollow Road (Attachment A). The project consists of two hotels, the Avid/Candlewood Hotel which is approximately 52,000 square feet, 4-story and 107 rooms and the Hilton Garden which is approximately 47,000 square feet, 4-story, and 70 rooms. The project also includes additional site improvements such as landscaping, parking, and pools for each hotel.

The applicant will be conditioned as part of this project to merge the three parcels 3055, 3095, 3125 N. Corral Hollow Road into two parcels to ensure buildings are not constructed across property lines. The applicant for this project is requesting a specific plan amendment for a boundary and land use designation change for the property at 3055 N. Corral Hollow Road and an increased maximum floor area ratio (FAR) from 0.6 to 1.0 for hotels and motels in the I-205 Corridor Specific Plan. In addition to a Development Review Permit for the construction of the two hotels and various site improvements, the applicant is also requesting a determination for a parking reduction of 39 parking spaces, or 20 percent, so the project could have 155 off-street parking spaces.

I-205 Corridor Specific Plan Amendment

Boundary and Designation Change
The project site includes three parcels, two of which are in the I-205 Corridor Specific Plan Area and the third parcel is located outside the Specific Plan boundary. The applicant is requesting that the I-205 Corridor Specific Plan boundary be modified to include the vacant 0.46-acre parcel at 3055 N. Corral Hollow Road and that it be designated General Commercial (GC). Currently the 0.46-acre parcel at 3055 N. Corral Hollow Road is zoned General Highway Commercial, and the two other parcels of the project site at 3095 and 3125 N. Corral Hollow Road are designated GC in the I-205 Corridor Specific Plan (*Exhibit 1* to the Proposed City Council Ordinance). The change to the boundary and designation of the 0.46-acre parcel will ensure the larger 3.17-acre project site for the two hotels develops with consistent zoning standards across all three parcels. The proposed use of hotel is a permitted use of the GC designation in the I-205 Corridor Specific Plan. The current General Plan designation of Commercial will remain unchanged and is consistent with the proposed designation of GC in the I-205 Corridor Specific Plan.

Floor Area Ratio
The I-205 Corridor Specific Plan prescribes a maximum floor area ratio (FAR) of 0.6 for hotels and motels. This project includes a request that the City Council amend the maximum allowed FAR for hotels, including this project, in the Specific Plan area, from 0.6 to 1.0. Floor Area Ratio is the ratio of a building's floor area to the size of the parcel containing the building.

An amendment to the I-205 Corridor Specific Plan to increase the maximum FAR of 0.4 for

hotels to 0.6 was adopted in 2017. As Tracy continues to grow and become denser, the City can expect FAR of new development to increase. In June of 2021, City Council approved an amendment to the Cordes Ranch Specific Plan maximum FAR from 0.3 in the General Commercial Zone to 1.0 to be consistent with on-going efforts to increase flexibility in zoning standards, streamline the development process, and further promote a business-friendly environment. Most other zones in the City do not have a maximum FAR, other than what is established by the General Plan. The General Plan states that the Commercial land use designation shall allow a maximum FAR of 1.0 (Land Use Element Section B.2., page 2-24). The proposed Specific Plan Amendment to allow denser hotels and motels in the Specific Plan area is thus consistent with the General Plan.

The proposed hotel site is approximately 138,085 square feet. The FAR of the proposed hotels is approximately 0.73. By comparison, if one floor is eliminated or if six rooms are removed from each floor (resulting in a smaller footprint of the buildings), the FAR would be below the 0.6 FAR maximum currently allowed. Smaller hotels in this location would not result in a superior project design. Moreover, the proposed four-story hotels comply with the site's height limit and setback requirements. The four-story buildings (and resulting 0.73 FAR) create an opportunity for a more meaningful presence along I-205, allowing for more compact (and efficient) development with greater intensity.

A change to the I-205 Corridor Specific Plan's Section 4.1.2.2.C.2 for maximum allowed FAR for hotels and motels from 0.6 to 1.0. would read as follows:

Maximum Floor Area Ratio
Hotel/Motel 1.0

See attached *Exhibit 2* of the Proposed City Council Ordinance – Excerpt from I-205 Corridor Specific Plan with Proposed Amendment in Redline.

Development Review Permit

The project consists of two hotels, the Avid/Candlewood Hotel which is approximately 52,000 square feet, 4-story and 107 rooms and the Hilton Garden which is approximately 47,000 square feet, 4-story, and 70 rooms. The Avid/Candlewood and Hilton Garden Inn's front entrances both can be seen from the Interstate 205 freeway. The 3.17-acre site consists of the two hotels, two pools, and a total of 155 parking stalls. The site is accessed off N. Corral Hollow Road and a dedicated access road located on the northwest edge of the site extending to the West Valley Mall ring road which is being constructed and dedicated by the developer as part of this project.

The Avid/Candlewood hotel is a unique dual hotel that features 56 Avid rooms and 51 Candlewood rooms. Avid rooms are typical short stay hotel rooms, while Candlewood suite rooms are for longer stays and feature amenities like an efficiency kitchen. Each floor of the proposed four-story hotels has a combination of Avid rooms and Candlewood suites. The first floor has a dedicated breakfast area, fitness room, and access to the pool and gazebo with outdoor seating. The exterior of the Avid/Candlewood features cement plaster in various colors. The Avid/Candlewood has a lot of vertical variation in the canopy and many horizontal popouts that create interest on the exterior façade seen on all four sides of the hotel building. The decorative shade canopy at the entrance to the hotel creates a sense of arrival with use of bright color and irregular shape (*Exhibit 3* of Proposed City Council Resolution for approving the

Development Review Permit).

The Hilton Garden hotel has a total of 70 rooms spread between four floors. The first floor features a dedicated buffet, dining, bar/lounge area, medium-sized meeting room and board room, and access to the pool. The fitness center is located on the second floor. The entrance exterior of the Hilton Garden Hotel creates a sense of arrival with a large, covered entryway, where guests can unload protected from weather. The hotel building consists of a mixture of materials including stone veneer, wood veneer, and stucco. The stone veneer is used not only as a wainscot, but also on all four stories of the front south elevation above the entryway. The hotel building also has additional popouts, cornice element, and variations in roof lines that help add additional interest to all four sides of the building (*Exhibit 3* of Proposed City Council Resolution for approving the Development Review Permit).

The proposed project is consistent with the City of Tracy's Design Goals and Standards as well as the General Plan designation of Commercial. All onsite improvements including landscaping and parking are consistent with the I-205 Corridor Specific Plan, as proposed to be amended.

Parking Determination

In the I-205 Corridor Specific Plan, the minimum off street parking standards requires one parking space per guest room and one parking space per employee at maximum shift. Avid and Candlewood hotel with 107 guest rooms and 10 employees at maximum shift requires 117 parking spaces. In addition, Hilton Garden hotel with 70 guest rooms and 6 employees at maximum shift requires 76 parking spaces. This project would require a total of 193 parking spaces. The project, however, is proposing 155 off-street parking spaces.

TMC Section 10.08.3470(e) allows for the reduction of the number of off-street parking spaces by up to twenty percent if the owner of the property submits a parking study documenting that such off-street parking spaces will not be necessary to mitigate parking demands for a use or project. The property owner prepared a parking study in 2024 to evaluate parking demand for the project, as well as submitted a letter prepared by property owner speaking on behalf of hotel franchises of Avid/Candlewood and Hilton (Attachment B).

The parking study conducted by the property owner's consultant, Hexagon Transportation Consultants, Inc. includes a survey of four hotels: the Hampton Inn, Fairfield Inn, Home2 Suites, and the Holiday Inn Express. The results of the parking study submitted by the property owner conclude that based on counts of local comparable hotels, it is estimated that the peak parking demand would be 139 spaces. The parking study submitted by the property owner states it may even overestimate parking needs for this site due to an increasing reliance on ride-sharing services such as Uber and Lyft and the close proximity to nearby public transit options. Thus, the parking study submitted by the property owner finds the proposed parking of 155 spaces is expected to be adequate even on days when the two hotels are at 100 percent occupancy. City staff is recommending approval of a 20 percent off-street parking space reduction for this project, consistent with the authority granted to the Council under TMC Section 10.08.3920 and 10.08.3470(e).

Planning Commission Action

The Planning Commission conducted a public hearing on July 23, 2025 to consider making a recommendation on this project to the City Council. During the Planning Commission meeting,

presentation was given by staff describing the details of the project. There were no public comments. Following questions and comments by the Planning Commissioners, a Planning Commissioner made a motion to recommend approval of this project, and the motion was seconded, and motion passed by a Planning Commission vote of 4-0.

FISCAL IMPACT

Development of this project would result in the potential for increased City revenues from Transient Occupancy Taxes (TOT) collected.

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.

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 Initial Study/Mitigated Negative Declaration (MND) and Mitigation Monitoring and Report Program (MMRP) was prepared for the project in accordance with the California Environmental Quality Act (CEQA). The analysis included evaluation of City's traffic, water, storm, and wastewater for the project site, an independent noise analysis, and a cultural analysis. Substantial supporting evidence contained in the MND and MMRP demonstrates the project will not have a significant effect on the environment. Mitigation measures were identified for each of the potentially significant impacts that would, upon implementation, reduce the impacts to levels of less than significant. Therefore, in accordance with CEQA Guidelines Section 15074, a MND and MMRP are proposed for adoption by City Council, attached as *Exhibit 1* of Proposed City Council Resolution for MND and MMRP.

The Mitigated Negative Declaration pursuant to California Environmental Quality Act guidelines 15105 has been properly noticed for 30 days to provide a public review period and to the State Clearinghouse. The City received four informational comments with no action or response required regarding protection of surface and ground water, project being subject to San Joaquin County Multi-Species Habitat Conservation and Open Space Plan, no Chevron pipelines in project vicinity, and air pollution control measures. The City updated Mitigation Measures BIO-1 and BIO-2 to address comments from the California Department of Fish and Wildlife.

STRATEGIC PLAN

This Project is related to the City Council's Strategic Plan for Economic Development: To

enhance the competitiveness of the City while further developing a strong and diverse economic base. The Avid/Candlewood and Hilton Garden hotel project would provide both direct and indirect benefits to the City of Tracy which include job creation, promotion of tourism, capital investment of the project, and developing vacant land for highest potential use.

ACTION REQUESTED OF THE CITY COUNCIL

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

1. Adopt a Resolution approving a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the approval of the Specific Plan Amendment and Development Review permit for the construction of an approximately 52,000 sq. ft., 4-story, 107 room hotel, and an approximately 47,000 sq. ft., 4-story, 70 room hotel, and site improvements, located at 3055, 3095, 3125 N. Corral Hollow Road, Assessor's Parcel Numbers: 212-260-07, -08, and -09 (project) in accordance with the California Environmental Quality Act, based on the findings, pursuant to Public Resources Code sections § 21064.5 and 21080(c);

2. Introduce an ordinance approving an amendment to the I-205 Corridor Specific Plan that amends the I-205 Corridor Specific Plan boundary to include 3055 N. Corral Hollow Road, Assessor's Parcel Number: 212-260-09, amends the I-205 Corridor Specific Plan to designate 3055 N. Corral Hollow Road, Assessor's Parcel Number: 212-260-09 as General Commercial, and amends the I-205 Corridor Specific Plan hotel and motels' maximum floor area ratio requirement from 0.6 to 1.0;

2. Adopt a Resolution A) approving a Development Review Permit for the construction of the project; and B) approving a determination for a parking reduction of 20 percent pursuant to Tracy Municipal Code section 10.08.3470(e).

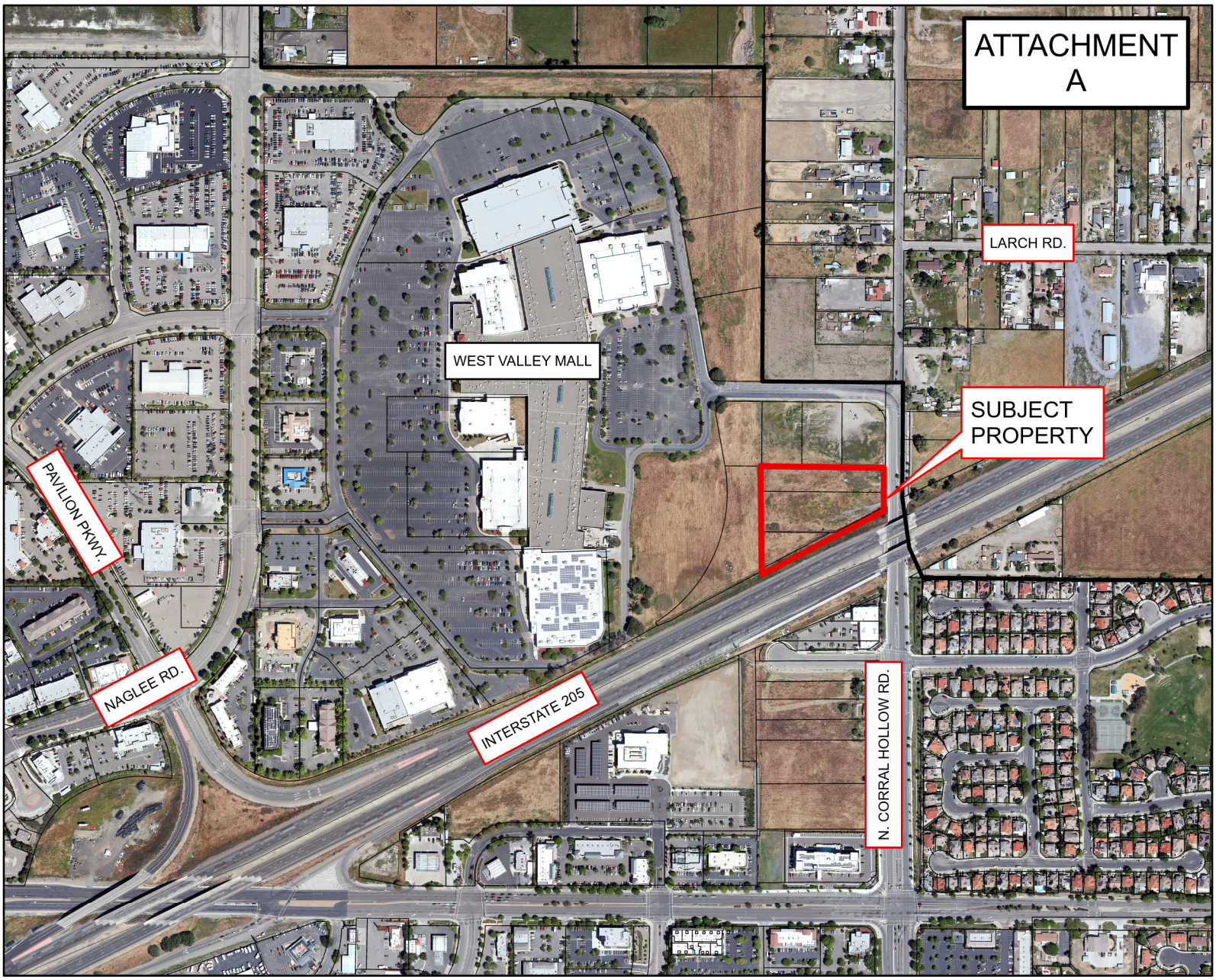
Prepared By: Kenny Lipich, Associate Planner

Reviewed by: Scott Claar, Planning Manager
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 – Parking Study and Letter
Attachment C – Proposed Ordinance for approving the Specific Plan Amendment
Exhibit 1 – Boundary Change & Designation Map
Exhibit 2 – Excerpt from I-205 Corridor Specific Plan with Proposed Amendment in Redline



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N

0 187.5 375 750 1,125 1,500

Feet

RECEIVED
July 10, 2024
City of Tracy
Community and Economic Development

HEXAGON TRANSPORTATION CONSULTANTS, INC.

Memorandum

Date: March 26, 2024

To: Mr. Raj Dhillon, Manteca Hospitality Inc.

From: Ling Jin, Katie Riutta

Subject: Parking Study for the Proposed Hotel Development in Tracy, California

Hexagon Transportation Consultants, Inc. has completed a parking study for two proposed hotels in Tracy: Avid & Candlewood Suites and Hilton Garden Inn. The two proposed hotels will be located at the northwest corner of Corral Hollow Road and Rt 205. The proposed Avid & Candlewood Suites will have 107 rooms, and the proposed Hilton Garden Inn will have 70 rooms, for a total of 177 rooms. The proposed Avid & Candlewood Suites will include 96 parking spaces for employees and hotel guests, and the proposed Hilton Garden Inn will include 59 parking spaces, for a total of 155 parking spaces.

The purpose of this parking study is to estimate the parking needs of the hotels and to determine whether the proposed parking supply is adequate. The analysis is based on counts conducted at local comparable hotels.

Parking Estimates based on Local Count Data

Hexagon conducted counts of the parking demand at four local hotels on Wednesday April 5, 2023, and Saturday, April 8, 2023. The parking counts were conducted at midnight, which represents the peak demand. All four hotels are located near freeway entrances and have some meeting/conference space and free parking. The four hotels that were surveyed include the Holiday Inn Express (located at 3751 N Tracy Boulevard, Tracy), the Home2 Suites (located at 2025 W Grant Line Road, Tracy), the Hampton Inn (located at 2400 Naglee Road, Tracy) and the Fairfield Inn (located at 2410 Naglee Road, Tracy). The Hampton Inn and Fairfield Inn share a parking lot and were therefore counted as a pair, similar to the proposed project. The selected hotels are comparable to the proposed hotels in both size and features.

Parking Count Results

Table 1 presents the results of the parking counts for each hotel and the projected peak parking demand at the proposed project. The peak parking ratios for the hotels that were counted ranged from 0.33 to 0.78 occupied parking spaces per room sold. The peak parking demand generated by the proposed project was estimated using the maximum observed peak parking ratio, 0.78 parking spaces per room sold on weekdays and 0.52 parking spaces per room sold on Saturdays. Based on these rates, the hotel rooms at the proposed Avid & Candlewood Suites and Hilton Garden Inn hotels are estimated to generate a total peak parking demand of 139 parking spaces on weekdays and 93 parking spaces on weekends.

Table 1
Observed Hotel Peak Parking Demand

	Holiday Inn Express		Home2 Suites		Hampton Inn and Fairfield Inn		Proposed Project	
	Weds. 4/5/23	Sat. 4/8/23	Weds. 4/5/23	Sat. 4/8/23	Weds. 4/5/23	Sat. 4/8/23	Weds. 4/5/23	Sat. 4/8/23
Peak Parking Demand (spaces)	53	32	57	48	86	50	139	93
Rooms Sold	100	97	93	92	110	110	177	177
Peak Parking Ratio (Occupied parking spaces/room sold)	0.53	0.33	0.61	0.52	0.78	0.45	0.78	0.52

Conclusions

Based on counts of local comparable hotels, it is estimated that the peak parking demand would be 139 spaces. Thus, the proposed parking supply of 155 spaces is expected to be adequate even on days when the hotel is at 100 percent occupancy.

RECEIVED
October 21, 2024
City of Tracy Community & Economic Development Department

To City of Tracy,

I am writing to share and express our excitement regarding the approval of a new prototype dual-brand hotel and Hilton Garden Inn that we plan to bring to the City of Tracy. This will be the first of its kind here in California, and we are proud to have been given this unique opportunity by IHG. Our approval for these prestigious brands was not only a significant achievement but also a testament to our over 20 years of successful partnerships with national hotel brands. Over the years, we have built a strong and trusted relationship with key players in the hospitality industry, such as IHG and Hilton. Given the site, we were able to approve the minimum number of rooms allowed by the franchise, this decision was carefully made and approved by the national franchise team based on the adequate number of rooms aligned with the number of parking that were necessary. In our experience as hotel operators, whenever we have full occupancy, our hotel parking lot is never full. Majority of people come together in one car and will take 2 or 3 rooms, or the customers will be using Uber & Lyft. This can also be noticed if you drive around in Tracy or in San Joaquin County and neighboring counties, as our parking study states, the hotels that are fully occupied experience a significant surplus of available parking spaces during both daytime and nighttime hours. This project is to ensure that the property is of the highest standard, and reflective of both the city's needs and our experience in the industry. We are enthusiastic about the potential that this dual-brand hotel & Garden Inn brings to Tracy, and we are confident it will be a valuable addition to the city's growing infrastructure. If you have any questions or need additional information, please do not hesitate to contact me.

Thank you for your time and consideration.

Sincerely,
Rupinder Dhillon

Attachment C

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

ORDINANCE NO. _____

AMENDING THE I-205 CORRIDOR SPECIFIC PLAN BOUNDARY TO INCLUDE THE 0.46-ACRE PARCEL LOCATED AT 3055 N. CORRAL HOLLOW ROAD, ASSESSOR'S PARCEL NUMBER 212-260-09 (PARCEL), AND DESIGNATE PARCEL AS GENERAL COMMERCIAL, AND INCREASE THE MAXIMUM FLOOR AREA RATIO FOR HOTELS AND MOTELS FROM 0.6 TO 1.0.
APPLICATION NUMBER SPA23-0001

WHEREAS, a development application was submitted for an amendment to the I-205 Corridor Specific Plan boundary to include and designate 3055 N. Corral Hollow Road, Assessor's Parcel Number: 212-260-09 as General Commercial and amend Section 4.1.2.2.C.2 hotel and motel maximum floor area ratio requirement from 0.6 to 1.0 (SPA23-0001); and

WHEREAS, the project site has a General Plan designation of Commercial; and

WHEREAS, the project site contains three parcels and two of the three parcels, Assessor's Parcel Number's 212-260-07 and 212-260-08, are included in the I-205 Corridor Specific Plan with a designation of General Commercial; and

WHEREAS, the third parcel in the project site, Assessor's Parcel Number 212-260-09, is located outside the boundary of the I-205 Corridor Specific Plan and is zoned General Highway Commercial; and

WHEREAS, an amendment to the I-205 Corridor Specific Plan is proposed to include the third parcel, Assessor's Parcel Number: 212-260-09, in the boundary of the I-205 Corridor Specific Plan and to designate this parcel as General Commercial, which is the same as the Specific Plan designation of the other two parcels in the project site and consistent with the General Plan designation of Commercial; and

WHEREAS, the proposed amendment is consistent with the General Plan because the General Plan Land Use Element Section B.2. (Commercial) calls for all property designated Commercial to allow a maximum Floor Area Ratio of up to 1.0 for property designated Commercial; and

WHEREAS, the Specific Plan Amendment has been evaluated in accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines, and a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) have been prepared which would reduce any potentially significant environmental impacts to a level of less than significant; and

WHEREAS, the Planning Commission conducted a public hearing to review and consider this matter on July 23, 2025, and recommended that the City Council introduce and adopt the ordinance to amend the I-205 Corridor Specific Plan; and

WHEREAS, the City Council considered this matter at a duly noticed public hearing held on September 2, 2025.

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

SECTION 1. The foregoing recitals are true and correct and are incorporated herein as findings.

SECTION 2. The City Council determines the proposed Specific Plan Amendment has been evaluated in accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines, and a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program were approved by the City Council by Resolution which reduce any potentially significant environmental impacts to a level of less than significant. The Project's conditions include implementation of the Mitigation Monitoring and Reporting Program.

SECTION 3. The City Council hereby approves the I-205 Corridor Specific Plan amendment to include 3055 N. Corral Hollow Road, Assessor's Parcel Number 212-260-09 (parcel), and designate parcel as General Commercial, as attached to this Ordinance as Exhibit "1".

SECTION 4. The City Council hereby approves the I-205 Corridor Specific Plan amendment to increase the maximum floor area ratio for hotels/motels in the I-205 Corridor Specific Plan from 0.6 to 1.0, as attached to this Ordinance as Exhibit "2".

SECTION 5. This Ordinance shall take effect 30 days after its final passage and adoption.

SECTION 6. This Ordinance shall either (1) be published once in a newspaper of general circulation, within 15 days after its final adoption, or (2) be published in summary form and posted in the City Clerk's office at least five days before the ordinance is adopted and within 15 days after adoption, with the names of the Council Members voting for and against the ordinance. (Gov't. Code §36933.)

SECTION 7. 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.

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

Ordinance _____
September 2, 2025

The foregoing Ordinance ____ was introduced at a regular meeting of the Tracy City Council held on the 2nd day of September 2025, and finally adopted on the _____ day of _____, 2025, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

_____
DAN ARRIOLA
Mayor of the City of Tracy

ATTEST:

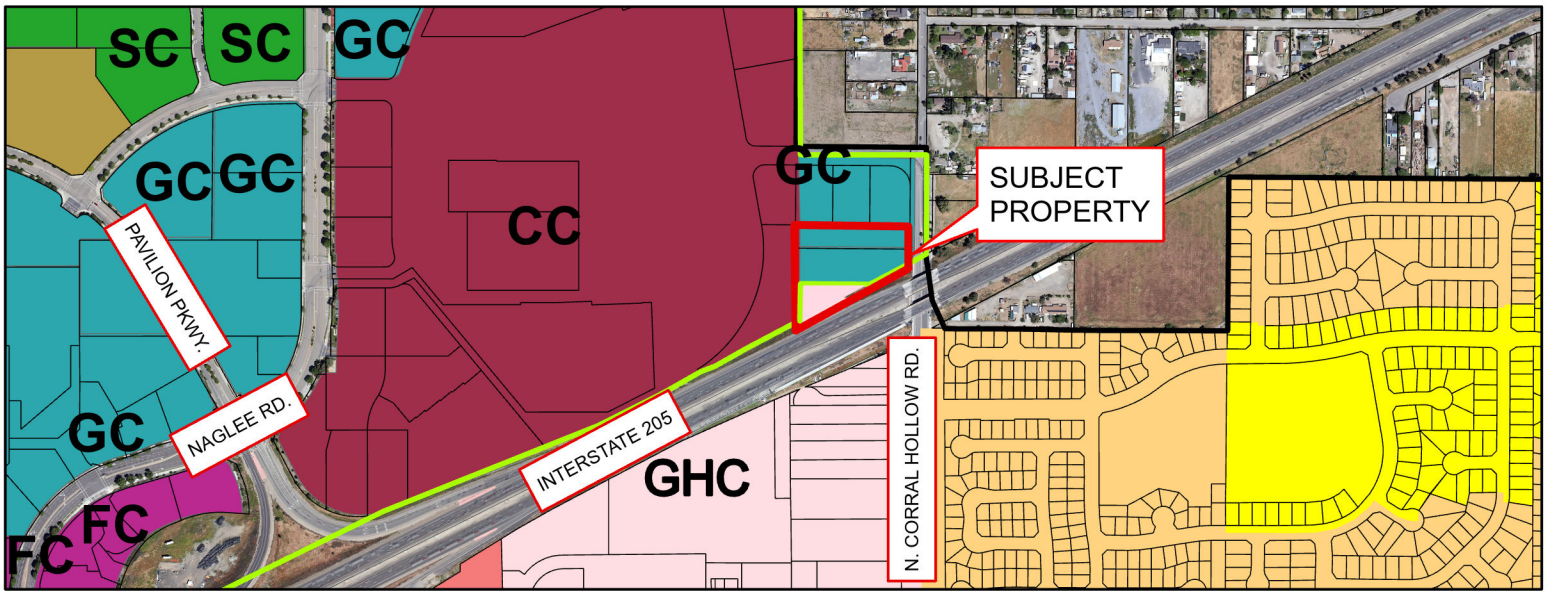
_____
APRIL B. A. QUINTANILLA
City Clerk

Exhibit 1 – I-205 Corridor Specific Plan Boundary Change & Designation Map
Exhibit 2 – Excerpt from I-205 Corridor Specific Plan with Proposed Amendment in Redline

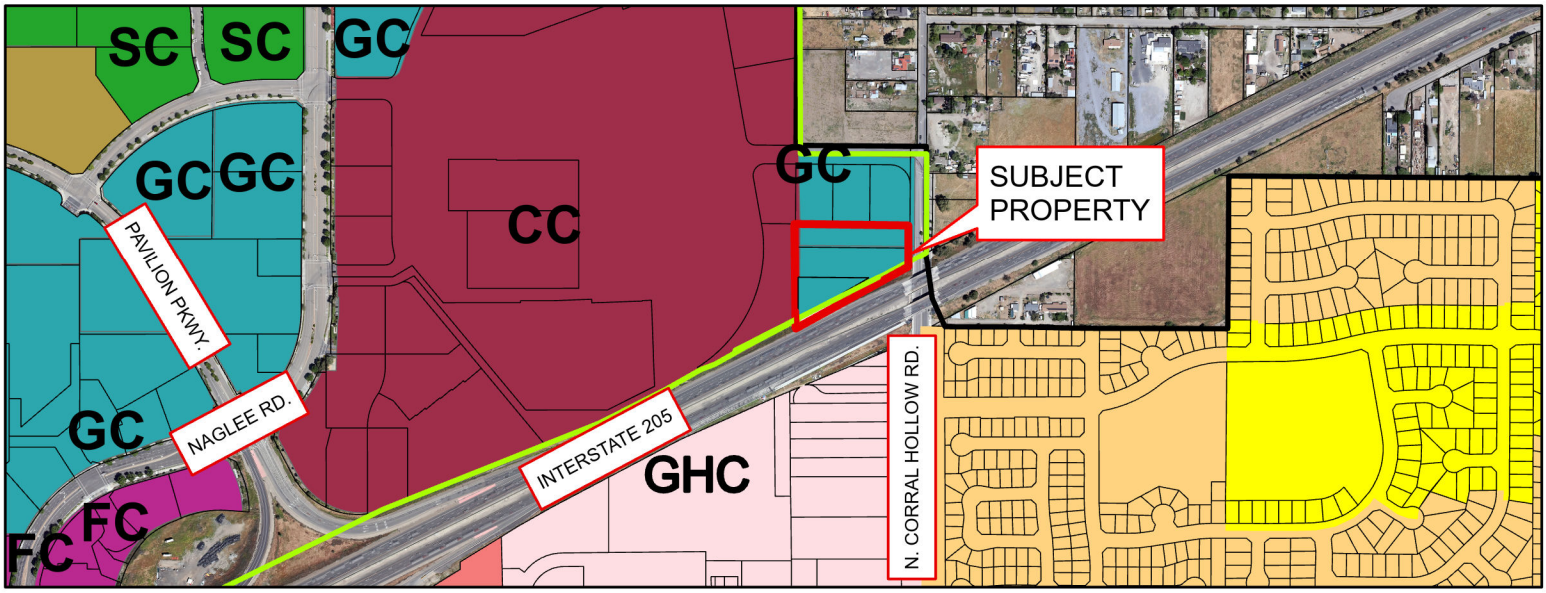
I-205 Corridor Specific Plan
Boundary & Designation Change Map

EXHIBIT 1

Existing



Proposed



I-205 Corridor SP Boundary Line

City Limit

LAND USE DESIGNATIONS

- CC:Commercial Center
- FC: Freeway Commercial
- GC: General Commercial
- HDR: High Density Residential
- SC: Service Commercial

ZONING DISTRICTS

- Low Density Residential (LDR)
- Medium Density Cluster (MDC)
- Highway Service (HS)
- General Highway Commercial (GHC)

N

0 375 750 1,500 Feet

TRACY

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2. Building Coverage and Height: To be governed by the type of building under consideration. The following guidelines will apply to all districts.

Land Use	Maximum Bldg. Coverage	Maximum Floor Area Ratio	Maximum Bldg. Ht.
Retail - Commercial Center	30%	.30	55'
Retail - All other Districts	25%	.25	40'
Office, One Story	35%	.35	25'
Office, Two Story	35%	.40	40'
Office, Three Story	35%	.45	55'
Hotel/Motel	25%	~~.60~~ 1.0	55'
Restaurant, Free Standing	12.5%	.125	40'
"Van Court/ Flextech"	35%	.35	1 story (40')
Light Manufacturing/ Assembly	45%	.45	1 story (40')
Warehouse/ Distribution	50%	.50	1 story (40')

3. Building Setbacks: The following shall be the minimum building and parking setbacks required for all building types (Figure 4.10).

a. Building setback from any property line: 25 feet.

APPROVED AS TO FORM

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2025-_____

ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE APPROVAL OF THE I-205 CORRIDOR SPECIFIC PLAN AMENDMENT AND DEVELOPMENT REVIEW PERMIT FOR THE CONSTRUCTION OF AN APPROXIMATELY 52,000 SQUARE FEET, 4-STORY, 107 ROOM HOTEL, AND AN APPROXIMATELY 47,000 SQUARE FEET, 4-STORY, 70 ROOM HOTEL, AND SITE IMPROVEMENTS, LOCATED AT 3055, 3095, AND 3125 N. CORRAL HOLLOW ROAD, ASSESSOR'S PARCEL NUMBERS 212-260-07, -08, AND -09 (PROJECT) IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, BASED ON THE FINDINGS, PURSUANT TO PUBLIC RESOURCES CODE SECTIONS § 21064.5 AND 21080(c).

WHEREAS, on May 26, 2022, the City received an application for a Development Review Permit for the construction of an approximately 52,000 square foot, 4-story, 107 room hotel, and an approximately 47,000 square foot, 4-story, 70 room hotel, and site improvements, located at 3055, 3095, 3125 N. Corral Hollow Road, Assessor's Parcel Numbers 212-260-07, -08, and -09 (project); and

WHEREAS, on February 6, 2023, the City received an application for a Specific Plan Amendment to amend the I-205 Corridor Specific Plan boundary to include 3055 N. Corral Hollow Road, Assessor's Parcel Number: 212-260-09 and amend the I-205 Corridor Specific Plan to designate 3055 N. Corral Hollow Road, Assessor's Parcel Number: 212-260-09 as General Commercial and amend the I-205 Corridor Specific Plan hotels and motels maximum floor area ratio requirement from 0.6 to 1.0; and

WHEREAS, the project site has a General Plan designation of Commercial; and

WHEREAS, the Project has been evaluated in accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines, and a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Report Program (MMRP) has been prepared which identifies mitigation measures that would reduce any potentially significant environmental impacts to a level of less than significant, and is proposed for adoption; 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 MND and MMRP, and voted to recommend that the City Council adopt the MND and MMRP; 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 MND and MMRP; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy determines that the proposed project is consistent with the land use designations and development intensities assigned to the project site by the City of Tracy General Plan; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy determines that the Project has been evaluated in accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines, and a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) has been prepared which would reduce any potentially significant environmental impacts to a level of less than significant, and therefore, the MND and MMRP prepared for the Project is the appropriate document addressing the environmental impacts pursuant to the California Environmental Quality Act; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy determine that the implementation of the proposed Mitigation Monitoring and Reporting Program would not result in any new or altered cumulative impacts beyond those addressed in the General Plan Environmental Impact Report; and be it

FURTHER RESOLVED: The City Council, based on its independent judgment and analysis, has reviewed and considered the proposed Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) for the project and determined, based on the whole record before it, that the proposed Project, as mitigated, will have a less than significant effect on the environment, and hereby adopts the MND and MMRP as set forth in Exhibit 1, in full compliance with the requirements of CEQA for the Project. The Project's development requires approval of the related City Council Ordinance approving the I-205 Corridor Specific Plan boundary change and floor area modification and City Council Resolution approving the Project's Development Review Permit.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council of the City of Tracy 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, California

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

Exhibit 1 – MND and MMRP

Item 3.A

Due to the size of the file, please click on the following link to access the exhibit to Resolution 1 for Item 3.A of the regular City Council meeting agenda for September 2, 2025: 3.A-Exhibit to Resolution 1.

You may also type the following URL into your web browser:

https://www.cityoftracy.org/home/showpublisheddocument/21216/638919985155213064

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-_____

APPROVING A DEVELOPMENT REVIEW PERMIT AND DETERMINATION REGARDING OFF-STREET PARKING SPACE REDUCTION FOR THE CONSTRUCTION OF AN APPROXIMATELY 52,000 SQUARE FOOT, 4-STORY, 107 ROOM HOTEL, AND AN APPROXIMATELY 47,000 SQUARE FOOT, 4-STORY, 70 ROOM HOTEL, AND SITE IMPROVEMENTS, LOCATED AT 3055, 3095, AND 3125 N. CORRAL HOLLOW ROAD, ASSESSOR'S PARCEL NUMBERS 212-260-07, -08, AND -09 (PROJECT), APPLICATION NUMBERS D22-0021 AND DET25-0002.

WHEREAS, on May 26, 2022, an application was submitted for a Development Review Permit for the construction of an approximately 52,000 square foot, 4-story, 107 room hotel, and an approximately 47,000 square foot, 4-story, 70 room hotel, and site improvements, located at 3055, 3095, 3125 N. Corral Hollow Road, Assessor's Parcel Numbers 212-260-07, -08, and -09 (project), (Application Numbers D22-0021 and DET25-0002); and

WHEREAS, on June 17, 2025, an application was submitted for a Determination for a twenty percent reduction in the off-street parking requirement for the Project in accordance with the provisions of Tracy Municipal Code Section 10.08.3470(e); and

WHEREAS, the project site contains three parcels and two of the three parcels, Assessor's Parcel Number's 212-260-07 and 212-260-08, are included in the I-205 Corridor Specific Plan with a designation of General Commercial; and

WHEREAS, the third parcel in the project site, Assessor's Parcel Number 212-260-09, is located outside the boundary of the I-205 Corridor Specific Plan and is zoned General Highway Commercial; and

WHEREAS, an amendment to the I-205 Corridor Specific Plan is proposed to include the third parcel, Assessor's Parcel Number: 212-260-09, in the boundary of the I-205 Corridor Specific Plan and to designate this parcel as General Commercial, which is the same as the Specific Plan designation of the other two parcels in the project site and consistent with the General Plan designation of Commercial; and

WHEREAS, the proposed amendment to the maximum floor area ratio (FAR) for hotels is consistent with the General Plan because the General Plan Land Use Element Section B.2. (Commercial) calls for all property designated Commercial to allow a maximum Floor Area Ratio of up to 1.0 for property designated Commercial; and

WHEREAS, the City Council can approve a Development Review Permit on the basis of the application and evidence submitted, subject to making all of the requisite findings set forth in TMC Section 10.08.3920; and

WHEREAS, the property owner submitted a parking study documenting that a 20 percent reduction in off-street parking spaces will result in a sufficient number of parking spaces to satisfy the potential parking demands of the project; and

WHEREAS, the site is physically suitable for the type of development and will be developed in accordance with City standards; and

WHEREAS, the project layout, architecture and public space improvements are consistent with the City of Tracy Design Goals and Standards; and

WHEREAS, All onsite improvements including landscaping and parking are consistent with the I-205 Corridor Specific Plan, as proposed to be amended; and

WHEREAS, the proposed project is consistent with the Commercial land use designation and development intensity for the site identified in the General Plan and analyzed in the General Plan Environmental Impact Report; and

WHEREAS, a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Project has been prepared and proposed for adoption by the City Council demonstrating that it is the appropriate document addressing the environmental impacts pursuant to the California Environmental Quality Act; and

WHEREAS, the Planning Commission considered this matter at a duly noticed public hearing held on July 23, 2025, and voted 4-0 to recommend that the City Council approve the Project; and

WHEREAS, on September 2, 2025, the City Council held a duly-noticed public hearing to review and consider the Project and the Determination for a parking reduction; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy determine that the Project has been evaluated in accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines, and a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program was approved by City Council Resolution which would reduce any potentially significant environmental impacts to a level of less than significant. The Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program prepared for the Project is the appropriate document addressing the environmental impacts pursuant to the California Environmental Quality Act; and be it

FURTHER RESOLVED: That based on the findings set forth in **Exhibit 1** hereto, the City Council hereby approves the Development Review Permit and Determination for a Off-Street Parking Space Reduction of 20 percent for this project (Application Number D22-0021), subject to the Conditions of Approval set forth in **Exhibit 2,** and the Development Review Plan Set in **Exhibit 3** hereto; provided, however, that the approval of this Development Review

Permit and Determination for an Off-Street Parking Space Reduction shall not be effective until the first day following the effective date of the Ordinance approving the I-205 Corridor Specific Plan Amendment regarding the Specific Plan boundary change and increasing the maximum floor area ratio for hotels.

* *

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council of the City of Tracy on September 2, 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 – Development Review Permit Findings
Exhibit 2 – Development Review Permit Conditions of Approval
Exhibit 3 – Development Review Plan Set

Item 3.A

Due to the size of the file, please click on the following link to access the exhibits to Resolution 2 for Item 3.A of the regular City Council meeting agenda for September 2, 2025: 3.A-Exhibits to Resolution 2.

You may also type the following URL into your web browser: https://www.cityoftracy.org/home/showpublisheddocument/21218

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

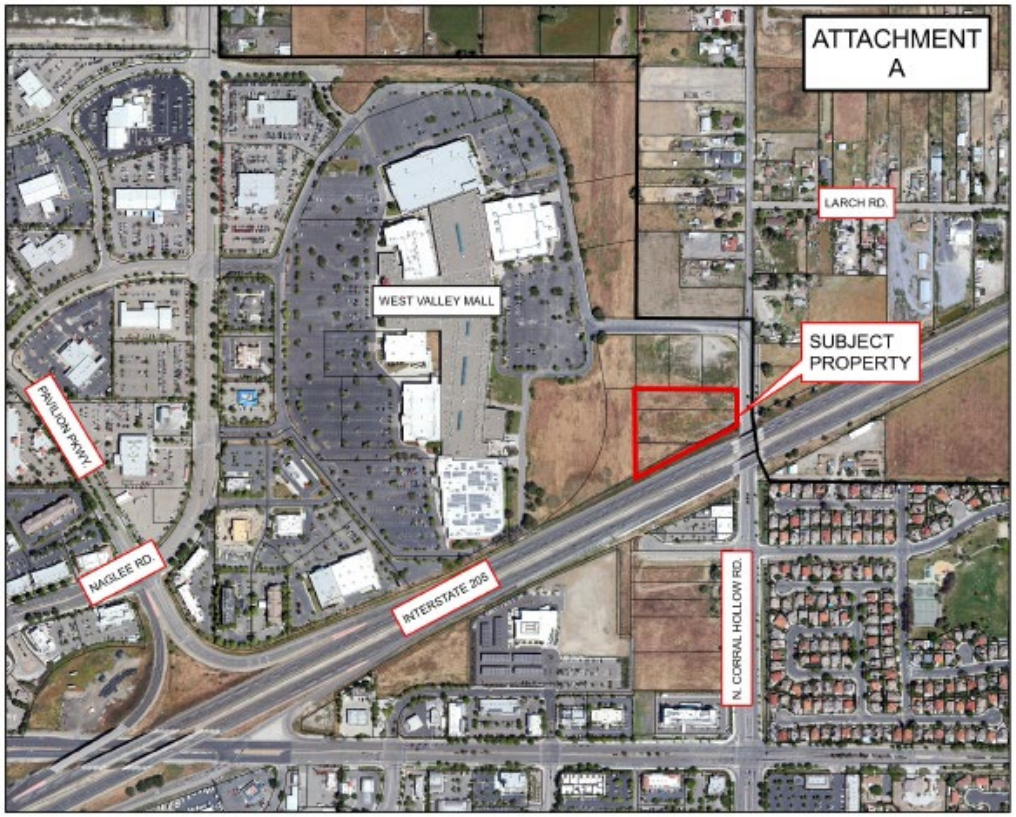
Avid/Candlewood Hotel & Hilton Garden Hotel

Specific Plan Amendment, Development Review Permit, and Determination of Parking Reduction

3055, 3095, 3125 N. Corral Hollow Rd.

SPA23-0001, D22-0021, DET25-0002

Project Location



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N

0 187.5 375 750 1,125 1,500
Feet



Project Description

Scope of Work –

Specific Plan Amendment:

- Modify I-205 Corridor Specific Plan boundary to include 3055 N. Corral Hollow Rd. and designate as General Commercial.
- Amend the I-205 Corridor Specific Plan Hotel/Motel Floor Area Ratio from 0.6 to 1.0.

Development Review Permit:

- For the construction of an approximately 52,000 sq. ft., 4-story, 107 room hotel, an approximately 47,000 sq. ft., 4-story, 70 room hotel, and site improvements.

Determination for Parking:

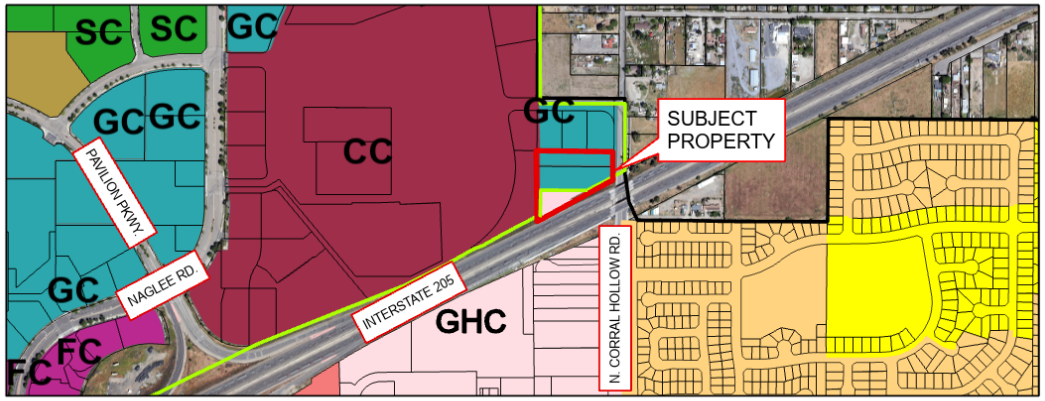
- 20 percent reduction in parking

TRACY

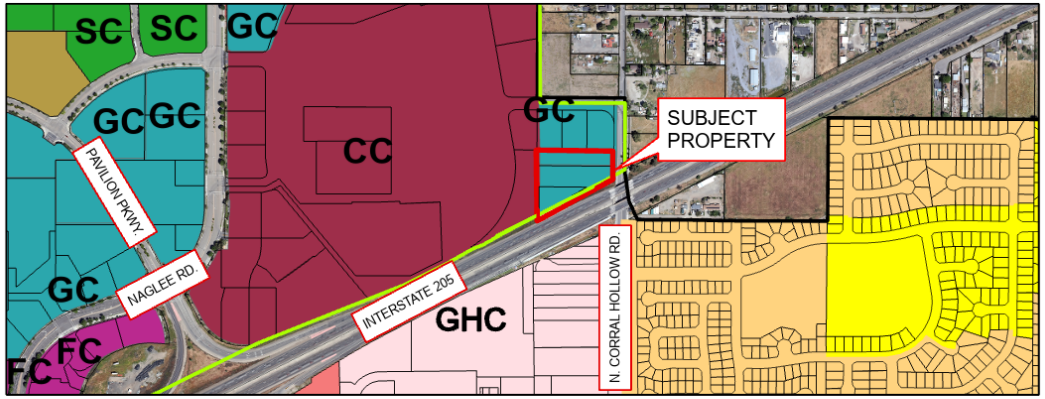
Think Inside the Triangle™

I-205 Corridor Specific Plan Boundary & Designation Change

Existing



Proposed



I-205 Corridor SP Boundary Line

City Limit

LAND USE DESIGNATIONS

- CC:Commercial Center
- FC: Freeway Commercial
- GC: General Commercial
- HDR: High Density Residential
- SC: Service Commercial

ZONING DISTRICTS

- Low Density Residential (LDR)
- Medium Density Cluster (MDC)
- Highway Service (HS)
- General Highway Commercial (GHC)

N

0 375 750 1,500 Feet

TRACY

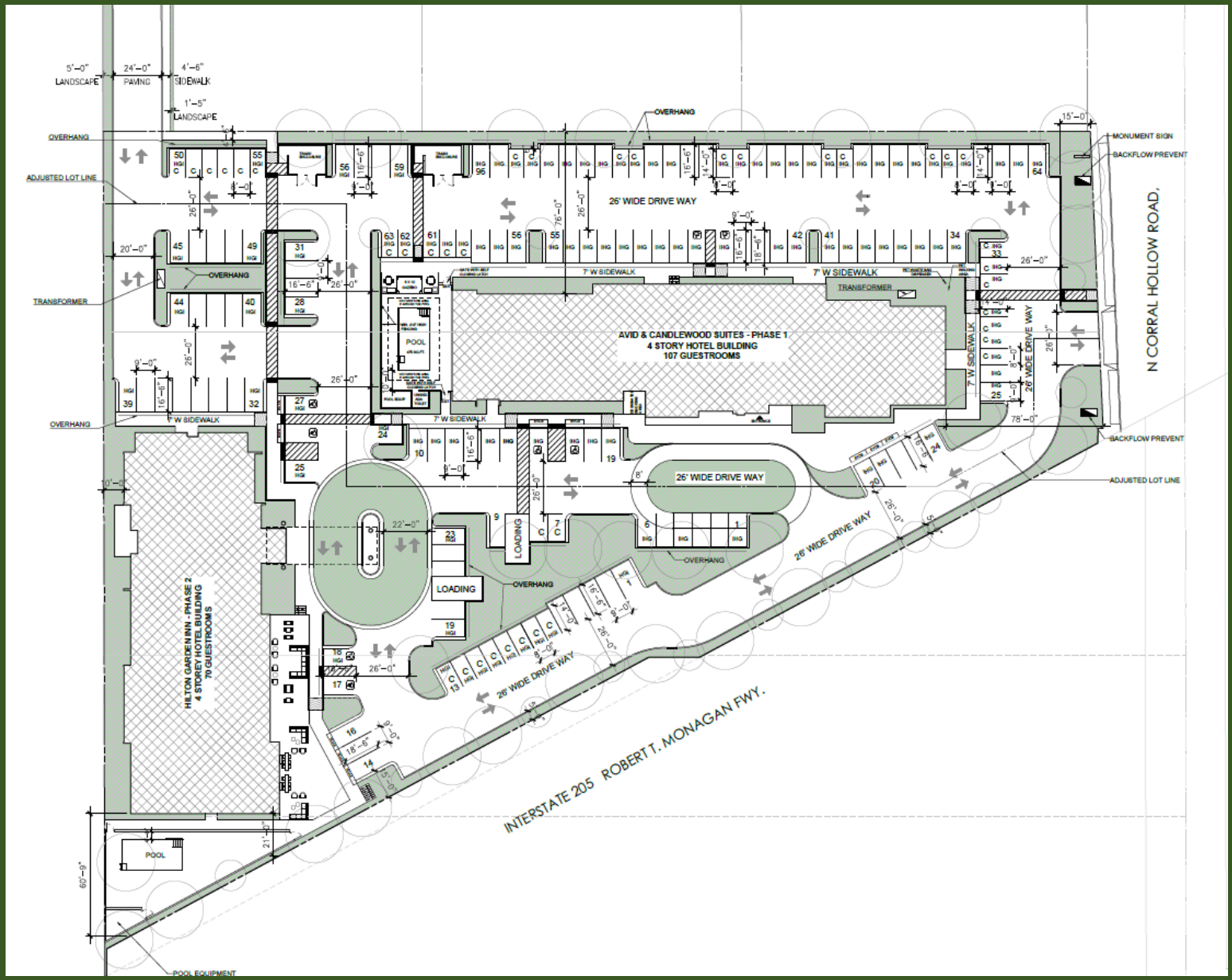
Think Inside the Triangle™

Proposed F.A.R Amendment

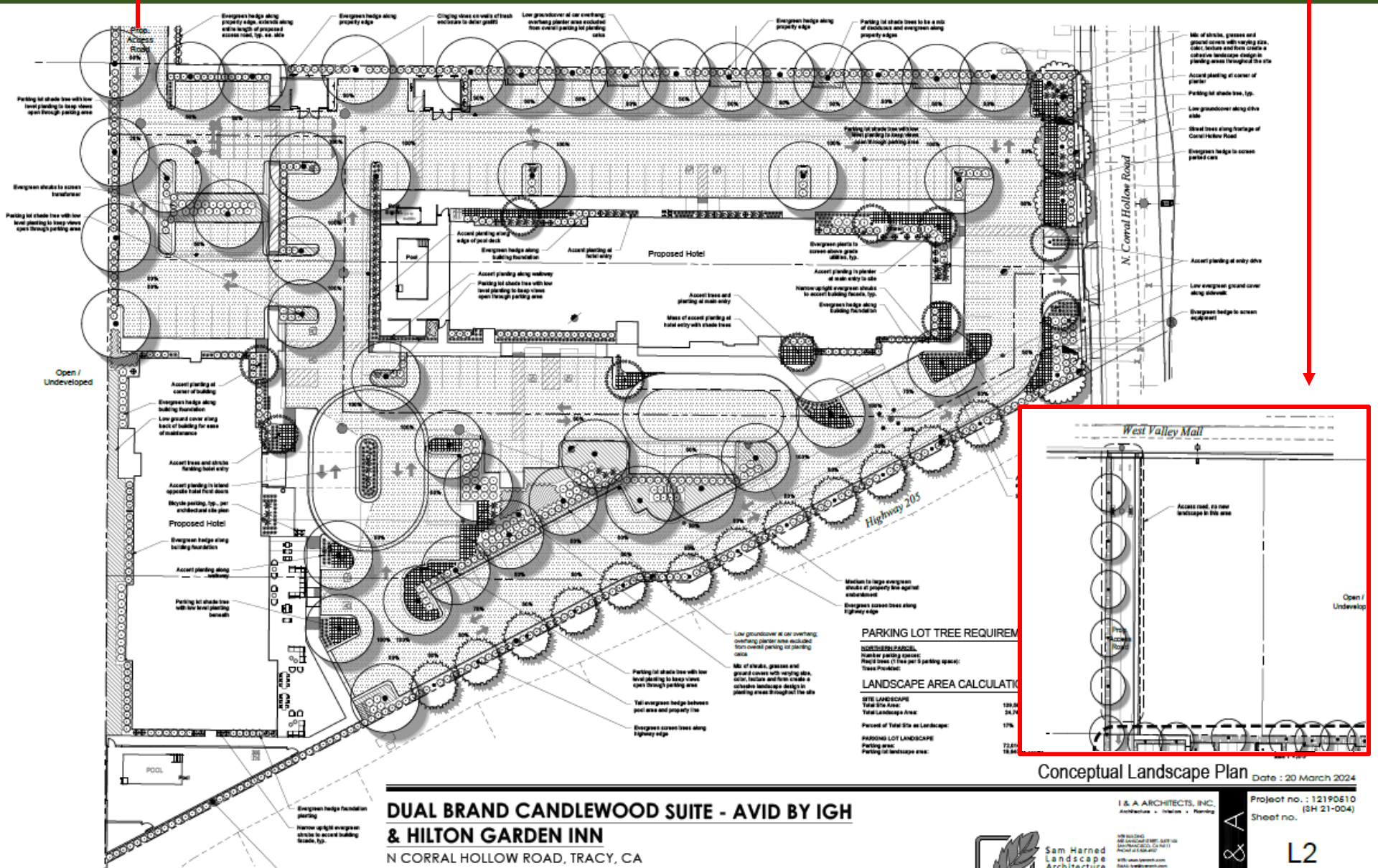
2. Building Coverage and Height: To be governed by the type of building under consideration. The following guidelines will apply to all districts.

Land Use	Maximum Bldg. Coverage	Maximum Floor Area Ratio	Maximum Bldg. Ht.
Retail - Commercial Center	30%	.30	55'
Retail - All other Districts	25%	.25	40'
Office, One Story	35%	.35	25'
Office, Two Story	35%	.40	40'
Office, Three Story	35%	.45	55'
Hotel/Motel	25%	~~.60~~ 1.0	55'
Restaurant, Free Standing	12.5%	.125	40'
"Van Court/ Flextech"	35%	.35	1 story (40')
Light Manufacturing/ Assembly	45%	.45	1 story (40')
Warehouse/ Distribution	50%	.50	1 story (40')

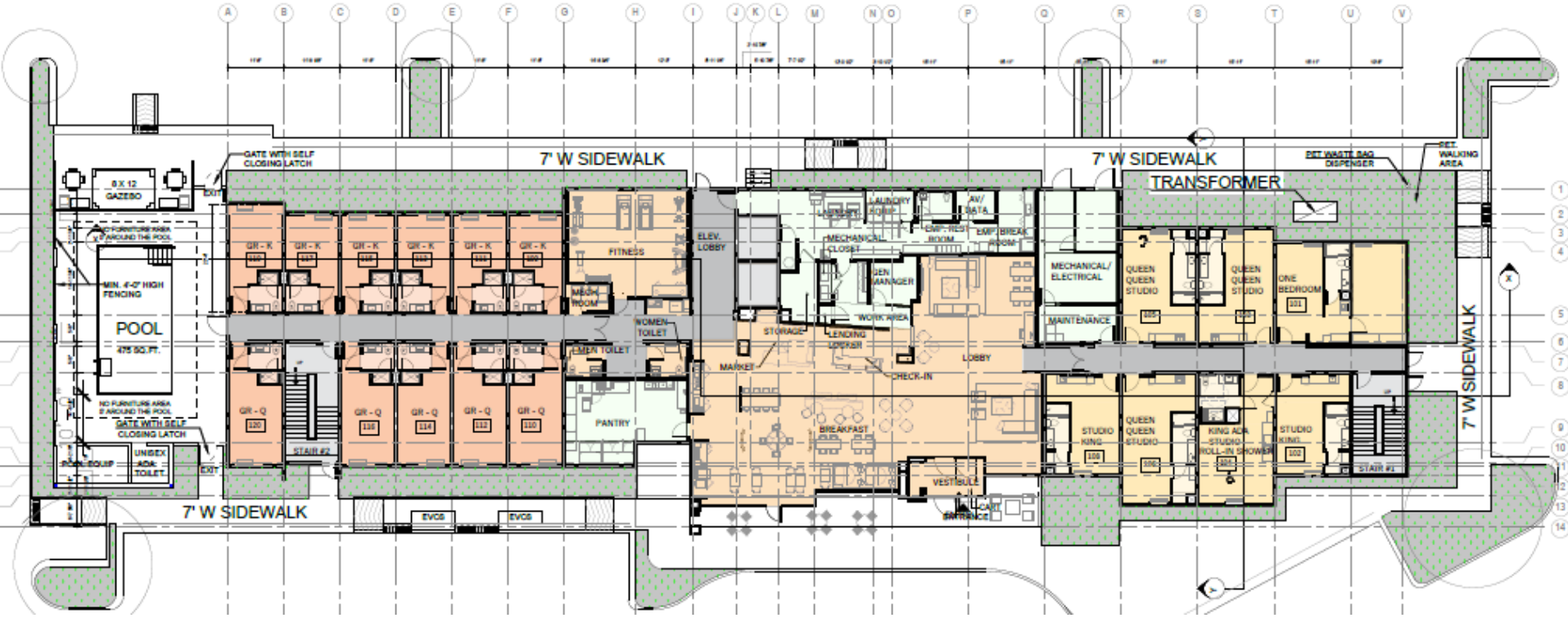
Site Plan


5'–0" LANDSCAPE
24'–0" PAVING
4'–6" SIDEWALK
1'–5" LANDSCAPE
OVERHANG
ADJUSTED LOT LINE
TRANSFORMER
26' WIDE DRIVE WAY
7' W SIDEWALK
AVID & CANDLEWOOD SUITES - PHASE 1
4 STORY HOTEL BUILDING
107 GUESTROOMS
POOL
LOADING
MONUMENT SIGN
BACKFLOW PREVENT
N CORRAL HOLLOW ROAD,
HILTON GARDEN INN - PHASE 2
4 STOREY HOTEL BUILDING
70 GUESTROOMS
INTERSTATE 205 ROBERT T. MONAGAN FWY.
POOL EQUIPMENT

Landscaping Plan



Avid/Candlewood
First Level Floor Plan

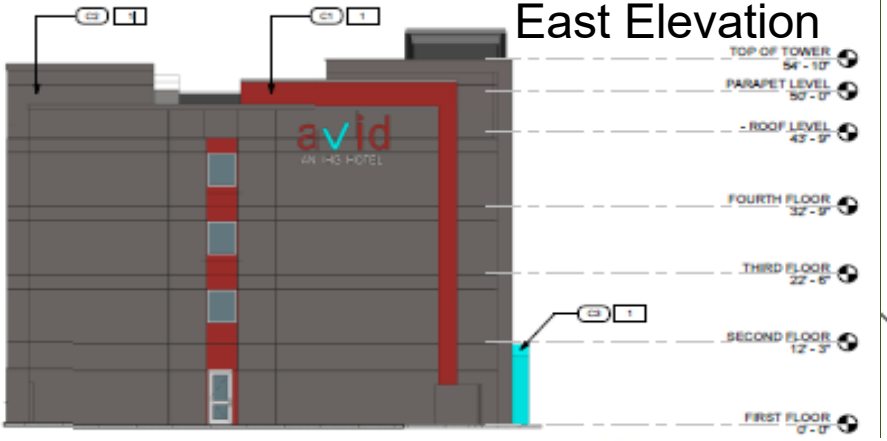


Elevations

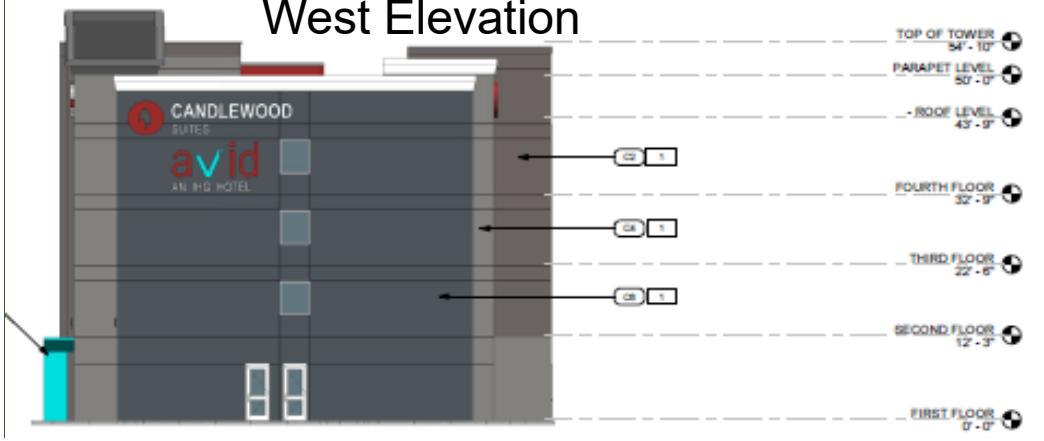
North Elevation



East Elevation



West Elevation



South Elevation



Renderings

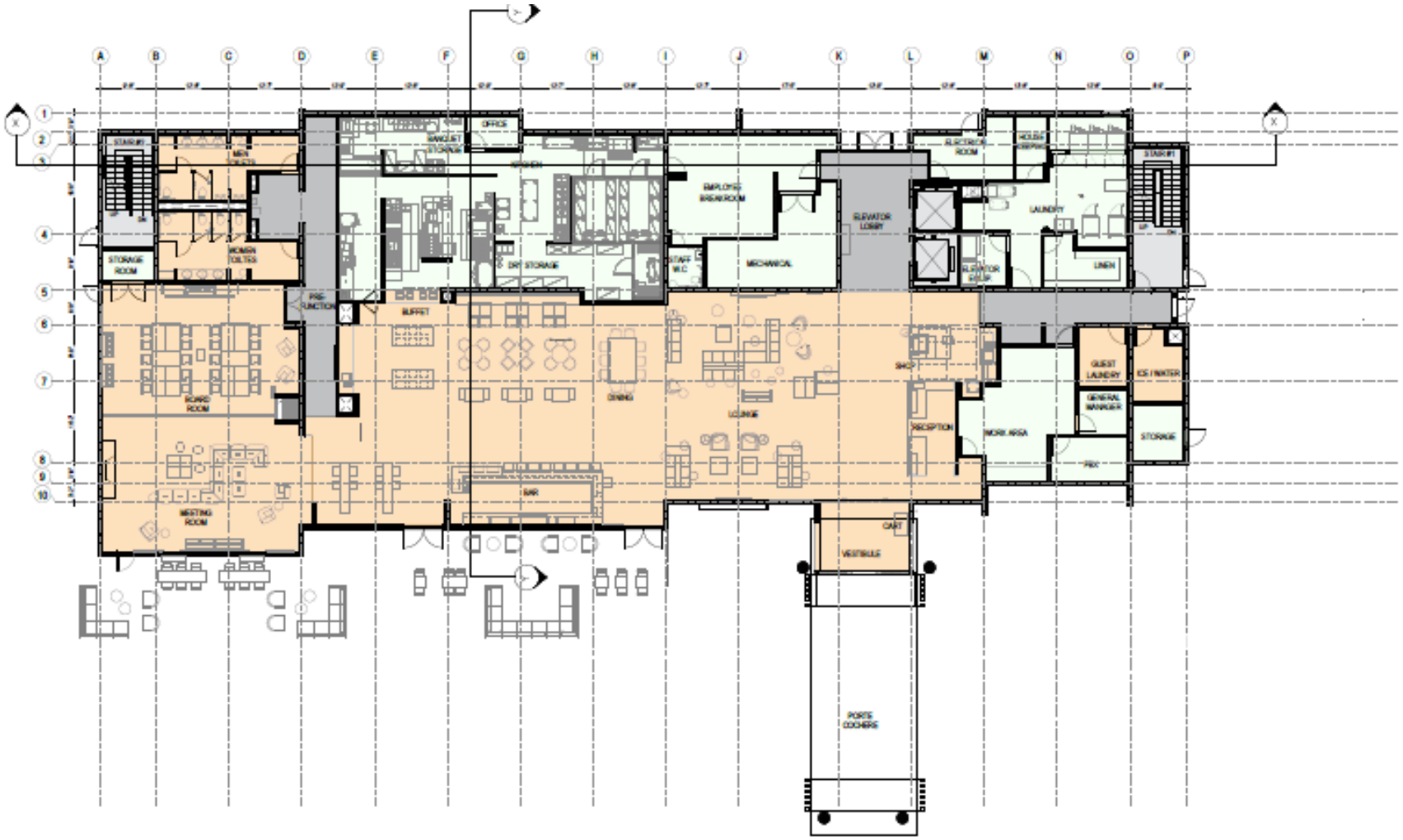
Northeast View



Northwest View



Hilton Garden Inn
First Level Floor Plan

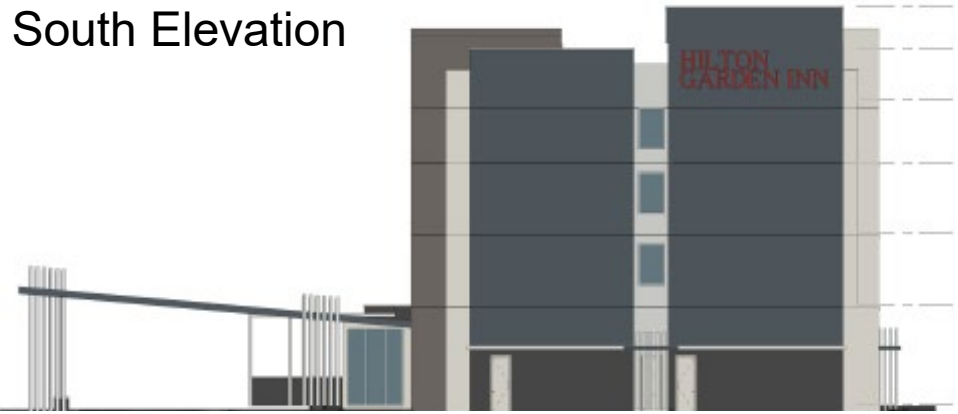


Elevations

East Elevation



South Elevation



North Elevation



West Elevation



Renderings


Southeast View
HILTON GARDEN INN


Northeast View
HILTON GARDEN INN

CEQA

- A Mitigated Negative Declaration (MND) and Mitigation and Monitoring and Report Program (MMRP) was prepared for this project in accordance with the California Environmental Quality Act (CEQA) and CEQA guidelines.
- The mitigation measures identified in the MMRP bring all potentially significant environmental impacts to a less than significant threshold.
- Therefore, no further environmental review is necessary.

Recommendation

Planning Commission recommends that the City Council consider the following actions:

1. Adopt a Resolution approving a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Specific Plan Amendment and Development Review permit for the Project.

2. Introduce an Ordinance approving an amendment to the I-205 Corridor Specific Plan boundary to include APN: 212-260-09 and designate the parcel as General Commercial, and amends the I-205 Corridor Specific Plan hotel and motels' maximum floor area ratio requirement from 0.6 to 1.0

3. Adopt a Resolution approving the development review permit for the construction of the project and approving a determination for a parking reduction of 20 percent pursuant to Tracy Municipal Code section 10.08.3470(e).

TRACY

Think Inside the Triangle™

Thank you!

September 2, 2025

Agenda Item 3.B

RECOMMENDATION

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

1. **Introduce an Ordinance (a) approving an amendment to the Tracy Hills Specific Plan related to the Tracy Hills Phase 1C project, including the addition of Appendix F – design guidelines for Tracy Hills Phase 1C project, modifications to Section 2 residential zoning standards, and an addition to Appendix D for public art and project branding, Application Number SPA22-0001; and (b) determining that the Tracy Hills Phase 1C project is consistent with the environmental impact report (EIR) that was certified by the City Council on April 5, 2016, for the Tracy Hills Specific Plan and therefore, pursuant to California Environmental Quality Act (CEQA) Guidelines Sections 15162 and 15168, no further environmental review is necessary; and**

2. **Adopt a resolution (a) approving a vesting tentative subdivision map for Tracy Hills Phase 1C to create 289 single-family residential lots and various other parcels on approximately 121.5 acres located north of I-580, south of the California Aqueduct, Assessor's Parcel Numbers 251-040-08 and 251-040-19, Application Number TSM22-0001; and (b) determining that the Tracy Hills Phase 1C project is consistent with the EIR that was certified by the City Council on April 5, 2016, for the Tracy Hills Specific Plan and therefore, pursuant to CEQA Guidelines Sections 15162 and 15168, no further environmental review is necessary.**

EXECUTIVE SUMMARY

The Tracy Hills Phase 1C project is the final vacant property north of I-580 and south of the California Aqueduct within the Tracy Hills Specific Plan area. The proposed project includes 289 single-family residential lots, one neighborhood park, five private park facilities and various other parcels to be maintained by the homeowner's association.

The project is consistent with the General Plan land use designation for the property of Residential Medium and the proposed smaller lot development is designed to allow for innovative design for a more affordable housing project. The Phase 1C project will provide a type of housing that will create opportunities for more affordable home ownership for the community. This project helps implement the 2023-2031 Housing Element required by the State.

BACKGROUND AND LEGISLATIVE HISTORY

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. The Tracy Hills Specific Plan Area consists of approximately 2,767 acres located in the vicinity of the existing Corral Hollow Road interchange and the proposed Lammers Road interchange on Interstate 580.

Since this time, there have been several land use approvals for the Tracy Hills planning area. On November 10, 2020, the City Council approved a General Plan Amendment and a Tracy Hills Specific Plan Amendment to change the land use designations on Tracy Hills Phase 1B and Phase 1C from non-residential to residential.

This project application is for a Tracy Hills Specific Plan Amendment and a Vesting Tentative Subdivision Map for Tracy Hills Phase 1C. Attachment A identifies the Tracy Hills Phase 1C project area.

Overview of the Tracy Hills Specific Plan Amendment

The proposed Tracy Hills Specific Plan Amendment (SPA) includes adding Appendix F, the Phase 1C Design Guidelines, which lays out the overall conceptual development plan and implementation details for Phase 1C, along with modifications to section 2 of the residential zoning standards. (Attachment B – Tracy Hills Specific Plan Amendment).

The landscape 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 F is to provide landscape design guidelines and implementation details for Phase 1C of Tracy Hills. The Phase 1C landscape design guidelines include the following components: Community Monumentation, Circulation, Streetscape and Trails, Edge conditions/ Easements, Conceptual Overall Illustrative Parks and Landscape Plan, Lighting, Walls and Fences and Landscape Master Tree Plan.

Section 2 of the Tracy Hills Specific Plan includes zoning and development standards for the various land uses in the planning area. The proposed specific plan amendments add specificity and standards to enable review and construction of the Phase 1C project, as well as other future phases. Modifications to this section include updates to Table 2-3 to better define small and medium lot development, and Figure 2-2 to better depict the development standards for small lot housing product and introduces new housing product types to the specific plan area.

A modification of Appendix D of the Specific Plan will provide for guidelines for the construction of roundabout art and monument wall signage and project identification. This specific plan modification was previously developed in concept for overall art in public spaces and Tracy Hills branding.

Overall, this specific plan amendment will allow the developers to offer a diverse housing mix that potential buyers are looking for. The proposed small lot development is encouraged by the State of California to provide affordability options.

Overview of the Vesting Tentative Subdivision Map

The proposed Vesting Tentative Subdivision Map for Tracy Hills Phase 1C includes 289 single-family residential lots, one neighborhood park, five private park facilities and various other parcels maintained by the homeowner's association (Attachment C – Vesting Tentative Subdivision Map).

The proposed density is approximately 6.45 dwelling units per gross acre, based on a Phase 1C area of approximately 121.5 acres. The Phase 1C subdivision design includes typical lot sizes ranging from 3,100 square feet to 4,500 square feet. The proposed Vesting Tentative

Subdivision Map is consistent with the proposed amendments to the Tracy Hills Specific Plan. The proposed project is consistent with the Tracy Hills Specific Plan vision, land use designations and densities for the property. The project is a continuation of the previous development to the east.

Traffic analyses for Tracy Hills Phases 1A, 1B/1C, and Phase 2 revealed that development without necessary traffic improvements would lead to unsatisfactory conditions, particularly on Corral Hollow Road and the I-580 interchange. The I-580 interchange is planned for completion by 2031, with the City of Tracy overseeing construction and funding, and the developer covering costs not covered by grants. Additionally, the Corral Hollow Road widening is in design and moving towards construction. The overall major road improvements are set to be completed by 2031. The recommended Conditions of Approval ensure that the developer commits to funding the interchange and road improvements, allowing continued development with full improvements expected by 2031.

The project map has been reviewed by various City departments and outside agencies. The project has been conditioned appropriately, consistent with City standards and policies.

PUBLIC OUTREACH / INTEREST

Public Hearing notices were provided to the local paper, posted 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 vote, with one commissioner absent, recommended City Council approval of the Tracy Hills Phase 1C project.

FISCAL IMPACT

The project applicant entered into a cost recovery agreement to pay for staff and consultant time to process the Phase 1C project application. As part of the development of the Phase 1C 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 will also support the local businesses generating sales tax for the community.

CEQA DETERMINATION

An Environmental Impact Report (EIR) was certified by the City Council on April 5, 2016, for the Tracy Hills Specific Plan in accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines. An Initial Study and EIR Consistency Analysis was prepared for the General Plan Amendment and Tracy Hills Specific Plan Amendment to change the land use designations on Tracy Hills Phase 1B and Phase 1C from non-residential to residential, which was approved by the City Council on November 10, 2020. No new significant environmental impacts were identified for the project. The Tracy Hills Phase 1C project is consistent with the

EIR for the Tracy Hills Specific Plan. Therefore, pursuant to CEQA Guidelines Sections 15162 and 15168(c)(2), no further environmental review is necessary.

STRATEGIC PLAN

The Tracy Hills Phase 1C Project 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 the City Council hold a public hearing, and upon its conclusion, take the following actions:

1. Introduce an Ordinance (a) approving an amendment to the Tracy Hills Specific Plan related to the Tracy Hills Phase 1C project, including the addition of Appendix F – design guidelines for Tracy Hills Phase 1C project, modifications to Section 2 residential zoning standards, and an addition to Appendix D for public art and project branding, Application Number SPA22-0001; and (b) determining that the Tracy Hills Phase 1C project is consistent with the environmental impact report (EIR) that was certified by the City Council on April 5, 2016, for the Tracy Hills Specific Plan and therefore, pursuant to California Environmental Quality Act (CEQA) Guidelines Sections 15162 and 15168, no further environmental review is necessary; and

2. Adopt a resolution (a) approving a vesting tentative subdivision map for Tracy Hills Phase 1C to create 289 single-family residential lots and various other parcels on approximately 121.5 acres located north of I-580, south of the California Aqueduct, Assessor's Parcel Numbers 251-040-08 and 251-040-19, Application Number TSM22-0001; and (b) determining that the Tracy Hills Phase 1C project is consistent with the EIR that was certified by the City Council on April 5, 2016, for the Tracy Hills Specific Plan and therefore, pursuant to CEQA Guidelines Sections 15162 and 15168, no further environmental review is necessary.

Prepared by: Craig Hoffman, Senior Planner

Reviewed by: Scott Claar, Planning Manager
Forrest Ebbs, Community and 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
Attachment B – Proposed City Council Ordinance for Tracy Hills Specific Plan Amendment
Exhibit 1 - Tracy Hills Specific Plan Amendment
Attachment C – Planning Commission Resolution No. 2025-016

Item 3.B

Due to the size of the file, please click on the following link to access the attachments to the staff report for Item 3.B of the regular City Council meeting agenda for September 2, 2025: 3.B-Attachments to Staff Report

You may also type the following URL into your web browser:

https://www.cityoftracy.org/home/showpublisheddocument/21222/638919928086997459

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 TRACY HILLS PHASE 1C TO CREATE 289 SINGLE-FAMILY RESIDENTIAL LOTS AND VARIOUS OTHER PARCELS ON APPROXIMATELY 121.5 ACRES LOCATED NORTH OF I-580, SOUTH OF THE CALIFORNIA AQUEDUCT, ASSESSOR'S PARCEL NUMBERS 251-040-08 AND 251-040-19, APPLICATION NUMBER TSM22-0001; AND**

2. **DETERMINING THAT THE TRACY HILLS PHASE 1C PROJECT IS CONSISTENT WITH THE ENVIRONMENTAL IMPACT REPORT THAT WAS CERTIFIED BY THE CITY COUNCIL ON APRIL 5, 2016, FOR THE TRACY HILLS SPECIFIC PLAN, AND THEREFORE, PURSUANT TO CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES SECTIONS 15162 AND 15168(C)(2), NO FURTHER ENVIRONMENTAL REVIEW IS NECESSARY.**

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, on November 10, 2020, the City Council approved a General Plan Amendment and a Tracy Hills Specific Plan Amendment to change the land use designations on Tracy Hills Phase 1B and Phase 1C from non-residential to residential; and

WHEREAS, on January 12, 2022, an application was submitted for a Specific Plan Amendment and Vesting Tentative Subdivision Map for the Tracy Hills Phase 1C Project to create 289 single-family residential lots and various other parcels on approximately 121.5 acres located south of I-580, west of Corral Hollow Road, Application Number TSM22-0001; and

WHEREAS, the proposed Vesting Tentative Subdivision Map for the Tracy Hills Phase 1C Project is consistent with the General Plan and the Tracy Hills Specific Plan, as amended; 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, an Environmental Impact Report (EIR) was certified by the City Council on April 5, 2016, for the Tracy Hills Specific Plan in accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines. An Initial Study and EIR consistency analysis was prepared for the General Plan Amendment and Tracy Hills Specific Plan Amendment to change the land use designations on Tracy Hills Phase 1B and Phase 1C from non-residential to residential, which was approved by the City Council on November 10, 2020. No new significant environmental impacts were identified for the project. The Tracy Hills Phase 1C project is consistent with the EIR for the Tracy Hills Specific Plan and therefore, pursuant to CEQA Guidelines Sections 15162 and 15168(c)(2), no further environmental review is necessary; and

WHEREAS, the Planning Commission considered this matter at a duly noticed public hearing held on July 23, 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 September 2, 2025; now, therefore, be it

RESOLVED: That the Tracy Hills Phase 1C project is consistent with the Environmental Impact Report (EIR) that was certified by the City Council on April 5, 2016, for the Tracy Hills Specific Plan in accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines, and therefore, pursuant to CEQA Guidelines Sections 15162 and 15168(c)(2), no further environmental review 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 Tracy Hills Phase 1C Project (Application Number TSM22-0001), 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 Tracy Hills Specific Plan Amendment for the Tracy Hills Phase 1C Project (Application Number SPA22-0001).

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council of the City of Tracy 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 and Clerk of the Council of the City of Tracy
Date of Attestation: _____

Exhibit 1 – Findings to support approval of Vesting Tentative Subdivision Map
Exhibit 2 – Conditions of Approval for Vesting Tentative Subdivision Map
Exbibit 3 – Tracy Hills Phase 1C - Vesting Tentative Subdivision Map

City of Tracy
Vesting Tentative Subdivision Map Findings
Tracy Hills Phase 1C
Application Number TSM22-0001
City Council – September 2, 2025

In accordance with Tracy Municipal Code (TMC) Section 12.28.020, the City Council has final authority on all Vesting Tentative Subdivision Maps, following recommendation by the Planning Commission. Vesting Tentative Subdivision Maps must meet the requirements set forth in TMC Chapters 12.28 and 12.16, including a noticed public hearing.

After consideration of the entire record, under TMC Sections 12.28.040 and 12.16.070, the City Council may approve the Vesting Tentative Subdivision Map if the facts in the record support the following findings:

(1) The proposed map is consistent with the general plan, any applicable specific plan, and this title;

(2) The site is physically suitable for the type of development;

(3) The site is physically suitable for the proposed density of development;

(4) The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat;

(5) The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision;

(6) Complies with all other applicable ordinances, regulations and guidelines of the City, including but not limited to the local floodplain ordinance (Municipal Code Chapter 9.52).

Therefore, the City Council conducted a noticed public hearing on September 2, 2025, to consider approving a Vesting Tentative Subdivision Map for the Tracy Hills Phase 1C Project (Application Number TSM2022-0001), and upon its conclusion, makes the following requisite findings for the Vesting Tentative Subdivision Map based on consideration of the entire record of evidence, including, without limitation, the following:

(1) The proposed Vesting Tentative Subdivision Map (Application Number TSM22-0001) is consistent with the General Plan, the Tracy Hills Specific Plan, TMC Chapter 10.08 Zoning Regulations, and Title 12, the Subdivision Ordinance, of the Tracy Municipal Code. The property has a General Plan designation of Residential Medium and a Tracy Hills Specific Plan designation of Medium Density Residential (MDR-TH).

(2) The site is physically suitable for the type of development. The site is relatively flat and the physical qualities of the property and the large-lot subdivision make it suitable for residential development in accordance with City standards.

(3) The site is physically suitable for the proposed density of development. All proposed development on the property will be consistent with the allowable densities and floor area ratios prescribed by the General Plan and the Tracy Hills Specific Plan. Traffic circulation is designed in accordance with City standards for the proposed development to ensure adequate traffic service levels are met.

(4) The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The proposed Vesting Tentative Subdivision Map is consistent with the Tracy Hills Specific Plan Environmental Impact Report (EIR) approved by the City Council on April 5, 2016, and the General Plan EIR approved by the City Council on February 1, 2011. Pursuant to CEQA Guidelines Section 15162 and 15168(c)(2), no additional environmental documentation is required. Significant fish or wildlife or their habitat have not otherwise been identified on the site and no further environmental documentation is required. In addition, the subdivider will demonstrate compliance with the San Joaquin County Multi-Species Habitat Conservation & Open Space Plan administered by the San Joaquin Council of Governments for the protection of any wildlife or habitats found on the site prior to development.

(5) The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision. There are no public easements on the property that would conflict with the proposed subdivision. The developer will comply with all utility and infrastructure requirements of the Tracy Hills Specific Plan as development occurs. The subdivision will facilitate the construction and dedication of various streets for proper circulation in accordance with City standards.

(6) Complies with all other applicable ordinances, regulations and guidelines of the City, including but not limited to the local floodplain ordinance (Municipal Code Chapter 9.52). The subject property is not located within any floodplain and the project, with conditions, will meet all applicable City design and improvement standards.

City of Tracy
Conditions of Approval
Tracy Hills Phase 1C
Vesting Tentative Subdivision Map Application Number TSM22-0001
September 2, 2025

A. General Provisions and Definitions.

A.1. General. These Conditions of Approval apply to the Tracy Hills Phase 1C Project (hereinafter "Project"), which includes the following:

> Vesting Tentative Subdivision Map Application Number TSM22-0001:
> A Vesting Tentative Subdivision Map to create 314 parcels, including 289 residential parcels, 22 homeowner association parcels, two public park parcels, and one parcel for a public lift station, on a site containing approximately 121.5 acres, identified as Assessor's Parcel Numbers 251-040-008 and 251-040-18 (hereinafter "Property"), Application Number TSM21-0001.

A.2. Compliance with submitted plans. Except as otherwise modified herein, the Property shall be subdivided and developed in substantial compliance with the Vesting Tentative Subdivision Map (Application Number TSM22-0001) received by the Community and Economic Development Department on February 18, 2025, to the satisfaction of the City Engineer.

A.3. Payment of applicable fees. The Developer shall pay all applicable fees for the project for each building, 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. Applicable fees will be assessed at the time of building permit application and paid at the time of building occupancy, on "pro-rata" basis, based on the individual building(s) square footage.

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), City of Tracy Design Documents, the Tracy Hills Specific Plan, and the City's Design Goals and Standards.

A.5. Definitions.

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

b. "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 Tracy Hills Specific Plan, and the City's Design Documents (including the Standard Plans, Standard Specifications, and relevant Public Facility Master Plans).

c. “Community and Economic Development Director” means the Community and Economic Development Director of the City of Tracy, or any other person designated by the City Manager or the Community and Economic Development Director, to perform the duties set forth here. (The Community and Economic Development Director is also referred to in the Tracy Municipal Code as the Development and Engineering Services Director.)

d. “Conditions of Approval” shall mean these conditions of approval applicable to the Project, Application Numbers TSM22-0001. The Conditions of Approval shall specifically include all conditions set forth herein.

e. “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.

f. “Property” means the approximately 121.5 acres located in the Tracy Hills Specific Plan Area that is the subject of the Vesting Tentative Subdivision Map for Tracy Hills Phase 1C, Application Number TSM22-0001.

g. "Subdivider" means a person, firm, corporation, partnership, or association who owns the property or represents the owner and who proposes to divide, divides, or causes to be divided real property into a subdivision for oneself or for others. Employees and consultants of such persons or entities, acting in such capacity, are not subdividers.

A.6. Indemnification. The City has determined that City, its employees, agents and officials should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, expense, attorney fees, litigation expenses, court costs or any other costs arising out of or in any way related to this project approval, or the City’s activities conducted pursuant to its processing and approval of this project approval, including any constitutional claim. Accordingly, to the fullest extent permitted by law and as a condition of this approval, the applicant and property owner, and its representative(s), or its successors shall defend, indemnify and hold harmless the City, Its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, but not limited to, actual attorney fees, litigation expenses and court costs of any kind without restriction or limitation, incurred in relation to, as a consequence of, arising out of or in any way attributable to, actually, allegedly or impliedly, in whole or in part, the issuance of this project approval, or the City’s activities conducted pursuant to its processing and approval of this project approval, including any constitutional claim. The applicant and property owner, and its representative(s), or its successors shall pay such obligations as they are incurred by City, its employees, agents and officials, and in the event of any claim or lawsuit, shall submit a deposit in such amount as the City reasonably determines necessary to protect the City from exposure to fees, costs or liability with respect to such claim or lawsuit.

B. Final Map – The following Conditions of Approval shall be satisfied prior to City Council Final Map approval:

B.1. Traffic: Subdivider shall fund, design, and construct all necessary on-site and off-site traffic facilities as generally described on the Vesting Tentative Subdivision Map and as follows:

a. I-580 & Corral Hollow Road Ramp Terminals: Subdivider shall enter into a Funding Agreement with the City of Tracy, whereby Subdivider commits to funding the interchange improvements.

b. Subdivider shall ensure to the satisfaction of the Fire Chief and Police Chief that the existing all-weather EVA road extending from Tracy Hills Drive northerly to its terminus at South Lammers Road, is maintained and fully accessible to and traversable by all emergency vehicles and available for resident evacuation.

c. Sierra View Drive (southern extension of former Lammers Road) shall be constructed, offered for dedication and capable of public use prior to first Final Map approval.

d. Subdivider is advised that certain traffic improvements are required by prior approvals and agreements, including the amended Development Agreement. These requirements, though not a function of this Vesting Tentative Map, are enforceable at the time of either building permit issuance or final occupancy of a dwelling. Specifically, per the amended Development Agreement, the required widening of Corral Hollow Road from the southern terminus of the bridge crossing the California Aqueduct to the intersection with Linne Rd shall commence construction prior to the final inspection of the structure that will contain the 2,600th dwelling unit within the area defined as the Project in the Development Agreement. This may occur during the course of development of Phase 1C and/or Phase 2.

B.2. Storm Drainage: Subdivider shall fund, design, and construct all necessary storm drainage facilities as generally described on the Tentative Subdivision Map and as follows:

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 Subdivider.

b. Subdivider shall provide design and construction details for all storm water intercept points at Project boundary at I-580 showing adequate inlet structures, erosion control features, storm drainage easements and connections to the proposed storm drainage facilities in Tracy Hills Drive.

B.3. Water Supply. The Subdivider shall fund, design, and construct all necessary water supply lines and facilities as generally described on the Vesting Tentative Subdivision Map and as follows:

a. Fire flow parameters per Design Standards Section 6.02 shall be met for the phased construction of water lines to the satisfaction of the Fire Marshall.

B.4. 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 five (5) feet wide Public Utility Easement (PUE) and at the location approved by the City and the respective owner(s) of the utilities.

The Subdivider shall submit improvement plans for the installation of electric, gas, telephone and TV cable lines that are to be installed under the sidewalk or within the PUE. Underground utility conduits may be installed under the sidewalks, and underground boxes and structures may be located in the landscaped parkway next to the curb. All above-ground boxes and facilities shall be behind the sidewalk and within the PUE. Pop-outs to provide additional width of PUE where required to accommodate larger above-ground structures will be permitted subject to review and approval by Public Works Director and the City Engineer. Before approval of the first Final Map, the Subdivider shall complete the necessary coordination work with the respective owner(s) of the utilities for approval.

B.5. Public Parks. Subdivider shall enter into an agreement with the City, which shall be recorded against the property, which stipulates the following:

a. The design and development of the park must comply with City Standards. This includes the approval of a park conceptual plan through the Parks & Community Services Commission. Designs shall reflect the concept design approved by the Parks & Community Services Commission on June 6, 2024.

b. Construction of the 1.95-acre public park located on Parcel K begin no later than occupancy of the 145th unit unless extended by the Community and Economic Development Director.

B.6. Fire Marshall Requirement

a. Fire Flow. The Subdivider shall submit calculations, and improvement plans as required by the Fire Marshall and the City Engineer and obtain a letter from the Fire Marshall that confirms that the fire flow parameters per Tracy Design Standards Section 6.02 are met for the phased construction of water lines to the satisfaction of the Fire Marshal.

b. Fire Service Line – The Subdivider shall design and install fire hydrants at the locations approved by the Fire Marshall. Before the approval of the Improvement Plans, the Subdivider 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.

B.7. Community Facilities Districts. Subdivider shall provide for perpetual funding of the on-going costs of providing the following services:

- Police/Public Safety and Public Works Services.

- Public Landscaping. The items to be maintained include but are not limited to the following: ground cover, turf, shrubs, trees, irrigation systems, drainage and electrical systems, masonry walls or other fencing, entryway monuments or other ornamental structures, furniture, recreation equipment, hardscape and any associated appurtenances within medians, parkways, dedicated easements, channel-ways, public parks and public open space areas, excluding the community park.

- Streetlights

Subdivider shall enter into an agreement with the City, to be signed by the Finance Director, which shall be recorded against the Property, which will identify which of the following mechanisms will be used to fund which of the above referenced services. More than one of the following mechanisms may be used, at the discretion of the Finance Director:

a. CFD Annexation: Subdivider to complete the annexation of the Property to City of Tracy Community Facilities District in compliance with the requirements of the Mello–Roos Community Facilities Act of 1982 (Gov. Code § 53311 et seq.) including, without limitation, affirmative votes, and the recordation of a Notice of Special Tax Lien. Subdivider shall be responsible for all costs associated with the CFD proceedings.

b. Homeowner's Association and Dormant CFD. Prior to the final inspection or occupancy of the first dwelling unit (except for up to fifteen model homes) form a Homeowner's Association (HOA) or other maintenance association, with CC&Rs reasonably acceptable to the City, to assume the obligation for the on-going costs of operation, maintenance, and replacement for the subject improvements or services on the Property;

    i. Subdivider shall cause the HOA to enter into an agreement with the City, in a form to be approved by the City and to be recorded against the Property prior to the final inspection or occupancy of the first dwelling (except for up to fifteen model homes), setting forth, among other things, the required maintenance obligations, the standards of maintenance, and all other associated obligation(s) to ensure the long-term operation, maintenance and replacement by the HOA for subject improvements or services on the Property;

    ii. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), annex into a CFD in a "dormant" capacity, to be triggered if the HOA fails (as determined by the City in its sole and exclusive discretion) to perform the required level of operation, maintenance and replacement for the subject improvements or services on the Property. The dormant tax or assessment shall be disclosed to all

homebuyers and non-residential property owners, even during the dormant period.

iii. For each Final Map, Subdivider shall make and submit to the City, in a form reasonably acceptable to the City, an irrevocable offer of dedication of all public landscape areas within the Final Map area.

This alternative may not be used for the Police/Public Safety and Public Work Services.

c. Direct funding. Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which requires that prior to issuance of a certificate of occupancy for a residential dwelling unit, Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full ongoing costs of operation, maintenance and replacement for the subject improvements on the Property. If the provisions for adequate funding of the on-going costs of operation, maintenance and replacement of the subject improvements on the Property are met subject to the Finance Director's review and approval, the terms of this condition shall be considered to have been met.

B.8. Protest of fees, dedications, reservations, or other exactions. Pursuant to Government Code section 66020, including section 66020(d)(1), the City HEREBY NOTIFIES the Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) has begun on the date of the conditional approval of this Project. If the Developer fails to file a protest within this 90-day period, complying with all of the requirements of Government Code section 66020, the Developer will be legally barred from later challenging any such fees, dedications, reservations or other exactions.

B.9. Final Map Phasing. The Final Map may be phased upon approval by the City Engineer of a Phasing Plan prior to the approval of the first Final Map. The Phasing Plan shall describe all phases and corresponding permanent or interim improvements.

B.10. Final Map Approval and Recordation. The Subdivider shall submit a Final Map consistent with the Vesting Tentative Subdivision Map Application Number TSM21-0001 for review by the City Engineer and approval by the City Council. The Final Map shall be prepared in accordance with the applicable requirements of the Tracy Municipal Code, these Conditions of Approval, all other applicable City Regulations, the Subdivision Map Act, and in substantial conformance with the Vesting Tentative Subdivision Map. The approved map shall be recorded at the San Joaquin County Recorder's Office. Applications for Building Permits will not be approved prior to recordation of the Final Map.

B.11. Improvement Plans. The construction of required improvements requires the prior approval of Improvement Plans through a Subdivision Improvement Agreement (SIA) with improvement security as described in Tracy Municipal Code Chapter 12.36. The

Subdivider shall submit all necessary plans, studies, and application forms, for review and approval by the City Engineer.

B.12. Credits and Reimbursement. The use of credits and reimbursements shall be pursuant to the Development Agreement and the Tracy Municipal Code.

C. Grading Permit – Prior to Grading Permit release, the following Conditions of Approval shall be satisfied prior to disturbance of the site or issuance of a Grading Permit:

C.1. Grading Permit Requirement: A Grading Permit will be required for the construction of improvements. The Subdivider shall submittal all necessary plans and studies, as determined by the City Engineer, and pay all applicable fees for the review and approval of a Grading Permit.

C.2. Habitat Conservation: Subdivider shall demonstrate compliance with the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP), biologist survey, and the Incidental Take Minimization Measures (ITMM) prepared by San Joaquin Council of Government (SJCOG) Habitat Division, to the satisfaction of the Community and Economic Development Director.

C.3. Air Pollution Control District: Subdivider shall comply with all applicable requirements of the San Joaquin Valley Air Pollution Control District (APCD), to the satisfaction of the Community and Economic Development Director.

C.4. Site Damage Prevention Plan: Subdivider shall work with Conoco Phillips and/or Shell to implement and observe site damage prevention plan, per Mitigation Measure HAZ 4.8-2a and b.

D. Acceptance of Public Improvements

D.1. Prior to acceptance of public improvements, Subdivider shall demonstrate to the reasonable satisfaction of the City Engineer, completion of the following:

a. All the public improvements shown on the Improvement Plans are completed and free of deficiencies.

b. Subdivider has completed the 90-day public landscaping maintenance period.

c. Subdivider has submitted Certified “As-Built” Improvement Plans (or Record Drawings). Upon completion of the construction by the Subdivider, the City shall temporarily release the originals of the Improvement Plans to the Subdivider so that the Subdivider will be able to document revisions to show the "As Built" configuration of all improvements.

d. Where applicable, signed and notarized Grant Deed(s) with legal description(s) and plat maps for the offer of dedication of right-of-way, and Grant of Easements

as required per these Conditions of Approval and City Regulations, or dedications shown on the Final Map.

e. All improvement plans shall contain a note stating that the Subdivider (or Contractor) will be responsible for preserving and protecting all existing survey monuments and other survey markers. Any damaged, displaced, obliterated, or lost monuments or survey markers shall be re-established or replaced by a licensed Land Surveyor at the Subdivider's (or Contractor's) sole expense. A corner record must be filed in accordance with the State law for any reset monuments (California Business and Professions Code Section 8871).

D.2. Release of Improvement Security Subdivider may request the release of the Improvement Security(s) after or upon City Council's acceptance of public improvements, both on-site and off-site, in accordance with TMC section 12.36.080, upon written request and submittal of the recorded Notice of Completion.

E. South San Joaquin County Fire Authority

E.1 To reduce the risk of wildfire and protect structures within the proposed development, a defensible space shall be established and maintained around the perimeter of the development area in accordance with California Government Code Section 51182.

E.2 Prior to the delivery of any combustible building construction materials to the project site the following conditions shall be completed to the satisfaction of the SSJCFA:

a. A water supply for fire protection shall be installed and approved by the appropriate inspecting department.

b. Approved vehicle access for firefighting shall be provided to all construction sites prior to the start of construction.

c. 200 feet of clearance of vegetation shall be provided for each construction site prior to combustible material arriving on the site and shall be maintained throughout the duration of construction. The SSJCFA may allow this clearance to occur in phases to help protect the soil from erosion.

d. Street names shall be made available to the SSJCFA prior to the start of construction.

e. Lot numbers and/or address identification shall be provided for each lot under construction and posted at the front of the unit.

E.3 All perimeter structures located adjacent to wildland fuels shall be constructed per Chapter 7A of the California Building Code and per the California Residential Code, Section R337.

E.4 The following vegetation management practices shall be completed in open spaces in the Tracy Hills Phase 1C development, to ensure effective vegetation management preventing the spread of fire.

a. Vegetation Maintenance Methods:

i. Vegetation, including weeds and grasses, must be managed through discing, rototilling, or mowing.

ii. If discing or rototilling is used, sufficient passes must be made to adequately cover and incorporate the vegetation into the soil to prevent the spread of fire.

iii. If mowing is chosen as the method of vegetation control, the stubble must be cut to no more than four inches in height.

b. Fence Line Vegetation Management:

i. Vegetation along fence lines within the open spaces contiguous to the development must also be removed and managed according to the same standards as the rest of the parcel.

c. Frequency and Timing:

i. Vegetation management must be performed regularly, with frequency determined by the growth rate of the vegetation to ensure compliance with these standards at all times.

ii. Management activities should be conducted before the peak fire season to maximize the effectiveness of the fire prevention measures.

d. Responsibility and Compliance:

i. The responsibility for maintaining the vegetation in accordance with this condition lies with the property owner or designated maintenance entity.

ii. Compliance will be monitored by the South San Joaquin County Fire Authority.

E.5. Fencing installed along the boundary between the new development and contiguous open spaces must be constructed from fire-resistant materials to reduce the risk of fire spread. Acceptable materials include:

a. Noncombustible materials

b. Ignition-resistant materials. The ignition-resistant material shall be labeled for exterior use and shall meet the requirements of California Building Code Section 704A.2.

c. Fire-treated wood labeled for exterior applications is also permitted, provided it meets recognized testing standards for outdoor fire exposure and shall meet the requirements of California Building Code Section 2303.2.

d. Proper maintenance of the fencing, including the regular removal of debris and vegetation along its base, is essential to maintain the fire-resistant properties. Compliance with these requirements will be monitored by the fire authority, and any fencing not meeting the approved standards will be subject to corrective action.

VESTING TENTATIVE MAP - TRACT 4012
TRACY HILLS - PHASE 1C

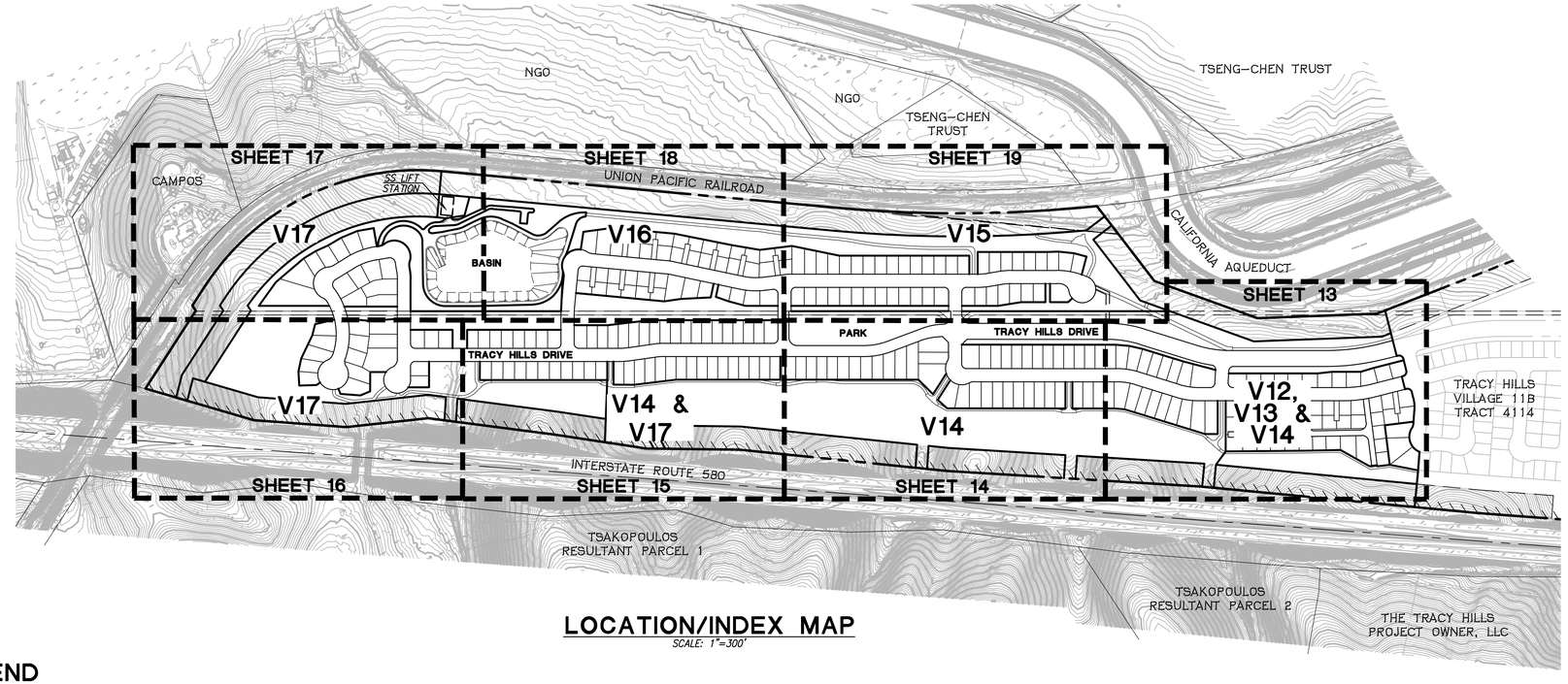
CITY OF TRACY, COUNTY OF SAN JOAQUIN, CALIFORNIA

BASIS OF BEARINGS:

THE LINE BETWEEN TWO FOUND MONUMENTS 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, TAKEN AS N44°38'35"W, IS THE BASIS OF BEARINGS FOR THIS MAP.

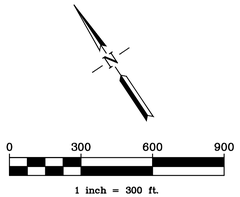
BENCHMARK:

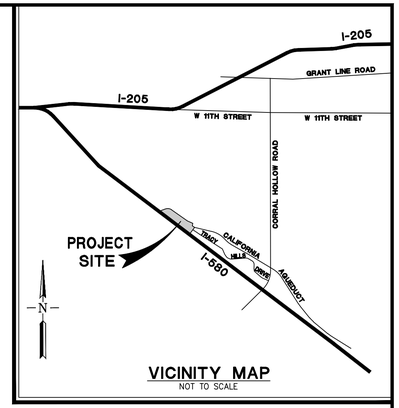
BASIS OF ELEVATIONS:
PER GEOLOGIC CONTROL NETWORK RECORD OF SURVEY FOR CITY OF TRACY. RECORDED BOOK 36 PAGE 118 ELEVATION SHOWN ARE IN TERMS OF NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). BASED LOCALLY UPON ELEVATION FOR THE FOLLOWING BENCHMARKS AS PUBLISHED BY THE NATIONAL GEOLOGIC SURVEY: P.T. 3022 "L1259 1974" ELEV. 250.25'



LOCATION/INDEX MAP

SCALE: 1"=300'





VICINITY MAP

NOT TO SCALE

LEGEND

PROPOSED	DESCRIPTION	EXISTING
	TRACT BOUNDARY	
	EASEMENT LINE	
	LOT LINE	
	RIGHT OF WAY	
	CENTER LINE	
	FLOW LINE	
12"SD	STORM DRAIN	EX 12"SD
8"SS	SANITARY SEWER	EX 12"SS
8"W	WATER	EX 8"W
8"RCW	RECLAIMED WATER	EX 8"RCW
4"FM	FORCE MAIN	
	RETAINING WALL	
	SOUND WALL	
	DRAINAGE DITCH/SWALE	
	CURB & GUTTER	
	SIDEWALK	
	PAVED ACCESS ROAD/EVA	
	DG TRAIL	
	DIRT TRAIL	
	STORM WATER INLET	
	FIELD INLET	
	MANHOLE	
	FIRE HYDRANT	
	BLOWOFF RISER	
	GATE VALVE	
x x x	FENCE	x x x
	SLOPE	
130	CONTOUR ELEVATIONS	130
x 525.2	SPOT ELEVATION	525.2
	MONUMENT	

SHEET INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	EXISTING CONDITION PLAN
3	STREET SECTIONS AND DETAILS
4	TYPICAL DETAILS
5	LOT GRADING DETAILS
6	UTILITY DETAILS
7	STORM DRAIN DETAILS
8	RESIDENTIAL LOT AREA SUMMARY
9	OWNERSHIP EXHIBIT
10	OVERALL SANITARY SEWER PLAN
11	OVERALL STORM DRAIN SYSTEM PLAN
12	OVERALL WATER SYSTEM PLAN
13	VILLAGE 12, VILLAGE 13 & VILLAGE 14
14	VILLAGE 14
15	VILLAGE 14 & 17
16	VILLAGE 17
17	VILLAGE 17
18	VILLAGE 16
19	VILLAGE 15

GENERAL NOTES:

1.	OWNER/DEVELOPER:	TRACY PHASE IB, LLC 24 W. 10TH STREET TRACY, CA 94376 CONTACT: JOHN PALMER
2.	CIVIL ENGINEER:	RUGGERI-JENSEN-AZAR 2541 WARREN DRIVE, SUITE 100 ROCKLIN, CA 95677 (916) 630-8900 CONTACT: CHRIS RUGGERI, RCE 60901
3.	GEOTECHNICAL ENGINEER:	ENGEO INCORPORATED 580 N. WILMA AVENUE, SUITE A RIPON, CA 95366 (209) 835-0610 CONTACT: STEVE HARRIS, GE
4.	ASSESSOR'S PARCEL NUMBERS:	251-040-08, 251-040-18
5.	LEGAL DESCRIPTION:	REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, AND BEING DESIGNATED REMAINDER (PARCEL 3) REFERENCED ON TRACT NO. 4114 FILED IN BOOK 44 OF MAPS AT PAGE 66, AND PARCEL 4 OF PARCEL MAP FILED IN BOOK 26 OF MAPS AT PAGE 179.
6.	CURRENT USE:	AGRICULTURAL/GRAZING
7.	ZONING:	TRACY HILLS SPECIFIC PLAN- MEDIUM DENSITY RESIDENTIAL (MDR)
8.	GENERAL PLAN LAND USE DESIGNATION:	RESIDENTIAL MEDIUM (RM)
9.	GROSS AREA:	121.5± ACRES
10.	TOTAL PROPOSED	RESIDENTIAL LOTS: 289
11.	UTILITIES:	
	WATER:	CITY OF TRACY
	GAS & ELECTRIC:	PACIFIC GAS & ELECTRIC
	SANITARY SEWER:	CITY OF TRACY
	STORM DRAIN:	CITY OF TRACY
	FIRE:	CITY OF TRACY
	TELEPHONE:	AT&T
	CABLE TV:	COMCAST

12. TOPOGRAPHY SHOWN IS BASED ON AN AERIAL TOPOGRAPHIC MAP PREPARED BY TETRATECH IN JANUARY 2013.
13. BOUNDARY AS SHOWN IS BASED ON A RESOLVED BOUNDARY PREPARED BY RUGGERI-JENSEN-AZAR IN JULY 2018.
14. THE PROPERTY LIES WITHIN NO SPECIAL FLOOD HAZARD AREA PER FLOOD INSURANCE RATE MAP NUMBERS 06077 C0725 & 06077 C0730F EFFECTIVE DATE, OCTOBER 19, 2009.
15. THIS SUBDIVISION MAY BE CONSTRUCTED IN MULTIPLE PHASES. MULTIPLE FINAL MAPS MAY BE FILED ON LANDS SHOWN ON THIS MAP PURSUANT TO THE SUBDIVISION MAP ACT SECTION 66456.1.
16. EXISTING CONSERVATION EASEMENT "GAPS" ALONG I-580 WILL BE REALIGNED TO MATCH I-580 STORM DRAIN OUTLETS.
17. IMPROVEMENTS SHOWN ON THIS VTM ARE SUBJECT TO REVISION IN FINAL DESIGN.

ABBREVIATIONS

(#)	DENOTES SHEET NOTE NUMBER	JUT	JOINT UTILITY TRENCH
AB	AGGREGATE BASE	LP	LOW POINT
AC	ASPHALT CONCRETE	MIN	MINIMUM
BLDG	BUILDING	P	PAD ELEVATION
C & G	CURB & GUTTER	PAE	PRIVATE ACCESS EASEMENT
CMP	CORRUGATED METAL PIPE	PUE	PUBLIC UTILITY EASEMENT
CR	CURB RETURN	R	RADIUS
DG	DECOMPOSED GRANITE	RCW	RECLAIMED WATER
DRN	DRAINAGE OPEN SPACE	RET	RETAINING WALL
ESMT	EASEMENT	RW	RIGHT OF WAY
EVA	EMERGENCY VEHICLE ACCESS	SD	STORM DRAIN
EX	EXISTING	SS	SANITARY SEWER
FC	FACE OF CURB	SSFM	SANITARY SEWER FORCE MAIN
FSW	FRONT OF SIDEWALK	TC	TOP OF CURB
GB	GRADE BREAK	W	WATER
HP	HIGH POINT		

CITY ENGINEER'S STATEMENT

I HEREBY CERTIFY THAT THIS MAP HAS BEEN REVIEWED FOR COMPLIANCE WITH THE REQUIREMENTS OF THE TRACY MUNICIPAL CODE AND THE SUBDIVISION MAP ACT AS TO FORM AND CONTENT.

_____ _____
CITY ENGINEER DATE

PLANNING COMMISSION FILING CERTIFICATE

TENTATIVE MAP FILED THIS ___ DAY OF ___ 20___ IN THE OFFICE OF THE TRACY PLANNING COMMISSION, TRACY, CALIFORNIA. ACCOMPANIED WITH APPROPRIATE FILING FEES. THIS CERTIFICATE DOES NOT DEEM THIS APPLICATION COMPLETE.

CITY COUNCIL CERTIFICATE

I HEREBY CERTIFY THAT THE CITY COUNCIL OF TRACY HAS CONDITIONALLY APPROVED THIS TENTATIVE MAP _____ BY RESOLUTION NO. _____.

_____ _____ _____
CITY CLERK DATE

ENGINEER'S STATEMENT

THIS MAP WAS PREPARED BY RUGGERI-JENSEN-AZAR UNDER MY DIRECTION

_____ _____
CHRISTOPHER P. RUGGERI, RCE 60901 DATE

REGISTERED PROFESSIONAL ENGINEER
CHRISTOPHER P. RUGGERI
No. 60901
Exp. 12-31-24
CIVIL
STATE OF CALIFORNIA

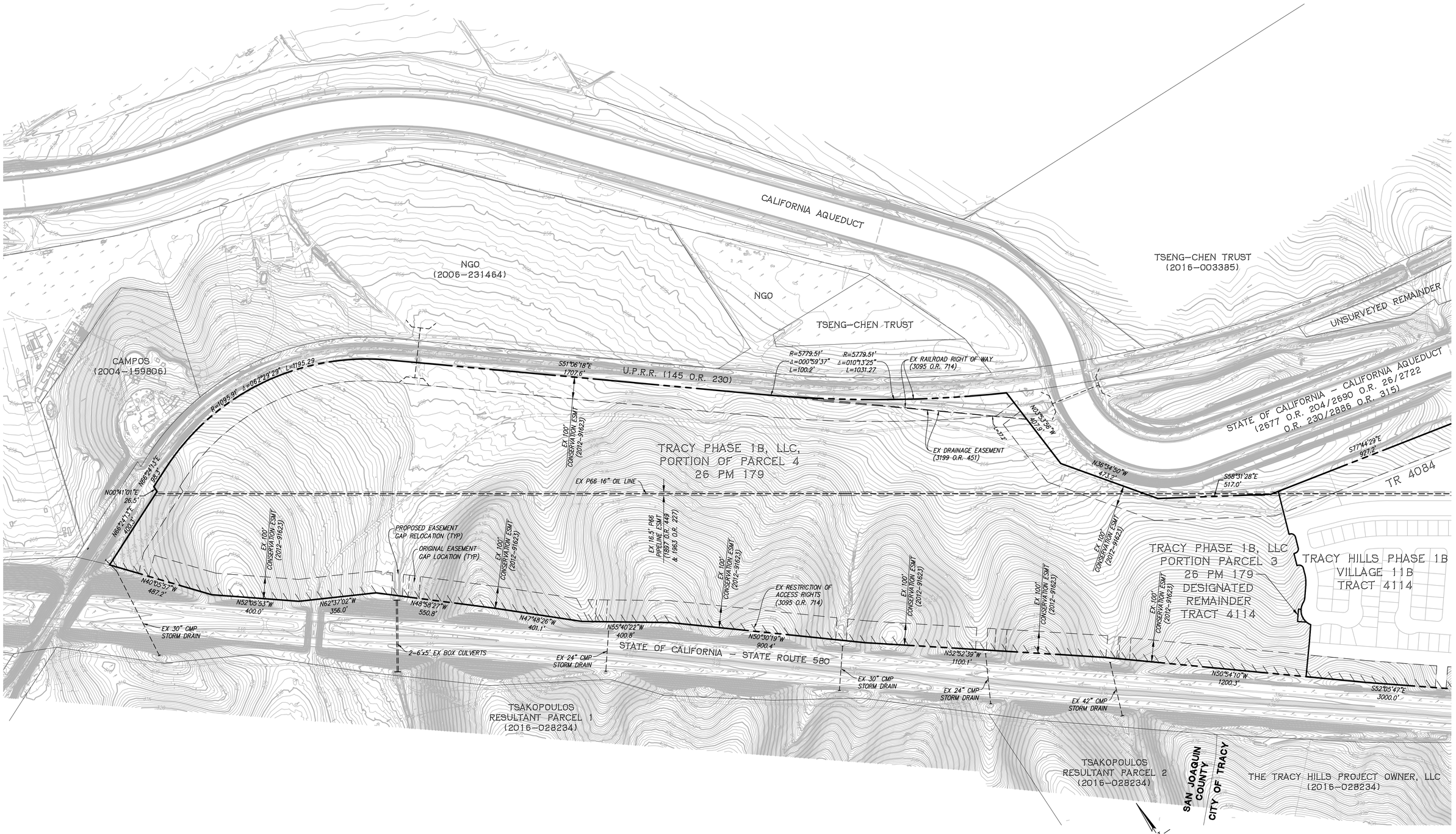
OWNER/DEVELOPER

_____ _____
JOHN STANEK, TRACY PHASE 1B, LLC DATE

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: FEBRUARY 18, 2025 JOB NO: 185020 SHEET 1 OF 19

G:\JOBS\2018\185020\TENT-MAP\01-TS-185020TM.DWG 6/25/2024 4:04:29 PM RYAN WHEELER



VESTING TENTATIVE MAP - TRACT 4012

EXISTING CONDITION PLAN

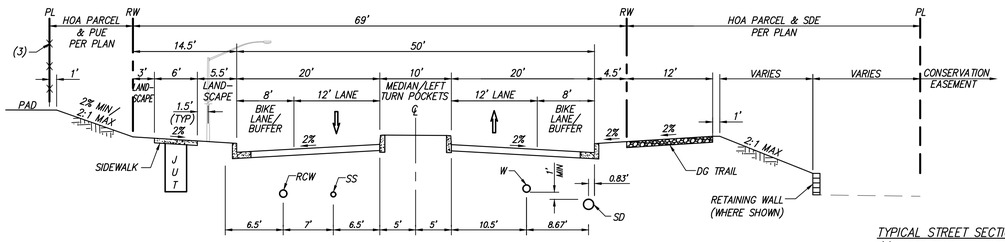
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

0 200 400 600
1 inch = 200 ft.

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

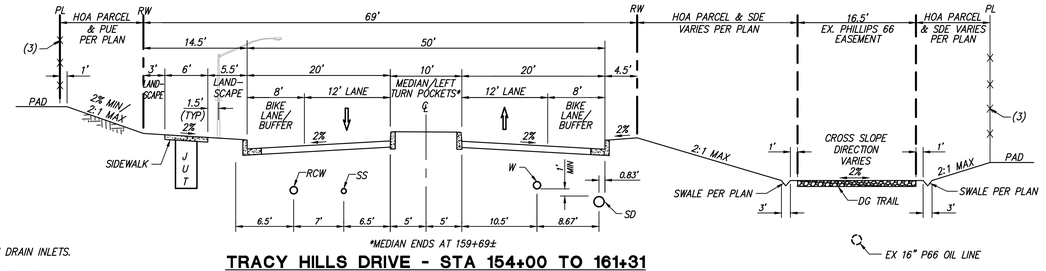
DATE: FEBRUARY 18, 2025 JOB NO: 185020 SHEET 2 OF 19

G:\JOB2018\185020\TENT-MAP\02-EX-185020VTM.DWG 6/25/2024 4:09:15 PM RYAN WHEELER



TRACY HILLS DRIVE - STA 142+69 TO 150+00

NO SCALE



*MEDIAN ENDS AT 159+69±

TRACY HILLS DRIVE - STA 154+00 TO 161+31

NO SCALE

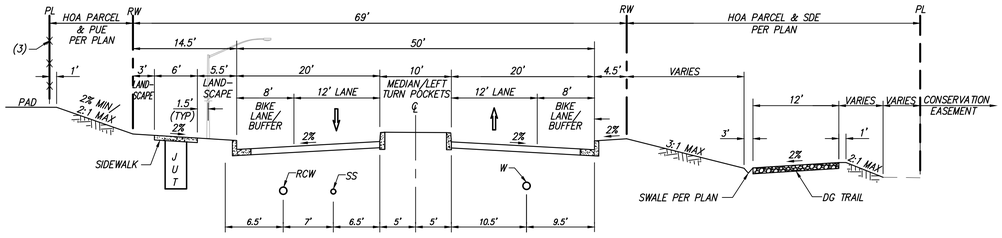
TYPICAL STREET SECTION NOTES:

(1) SEE TRACY HILLS SPECIFIC PLAN/DESIGN GUIDELINES FOR NEW STORM DRAIN INLETS.

(2) STREET LIGHT PER APPROVED TRACY HILLS SPECIFIC PLAN/DESIGN GUIDELINES.

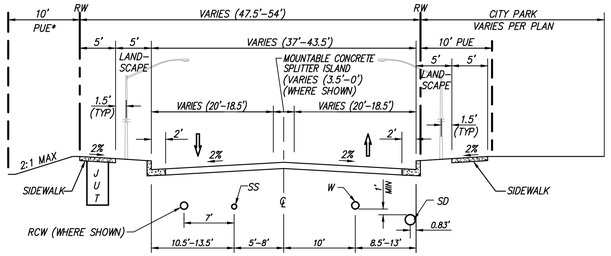
(3) FENCE OR WALL PER TRACY HILLS SPECIFIC PLAN/DESIGN GUIDELINES.

(4) ALL WALKS SHALL BE CONSTRUCTED WITH 2% MAXIMUM CROSS-SLOPES.



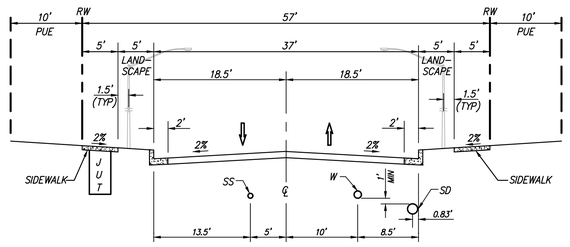
TRACY HILLS DRIVE - STA 150+00 TO 154+00

NO SCALE



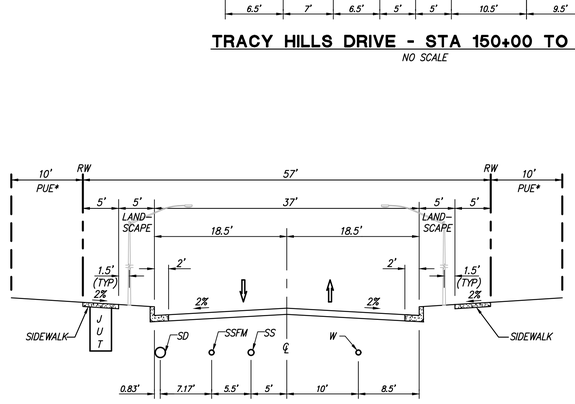
TRACY HILLS DRIVE - STA 162+38 TO 169+35

NO SCALE



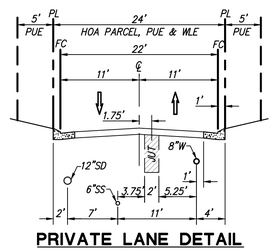
TRACY HILLS DRIVE - STA 169+35 TO 173+15

NO SCALE



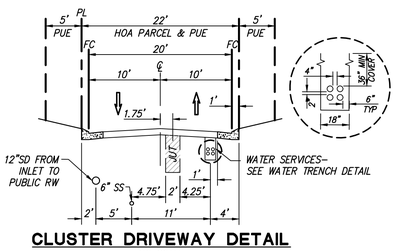
STREET A 10+00 TO 17+50

NO SCALE



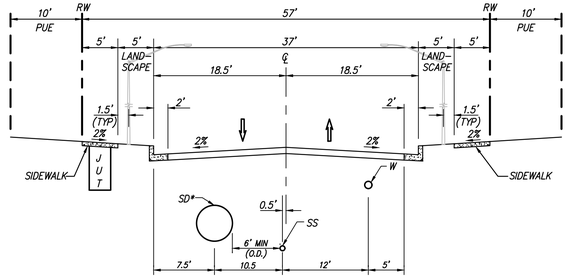
PRIVATE LANE DETAIL

NO SCALE



CLUSTER DRIVEWAY DETAIL

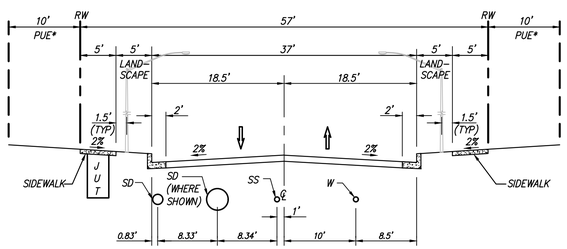
NO SCALE



*72" SD BEGINS AT STA 176+85± TO END

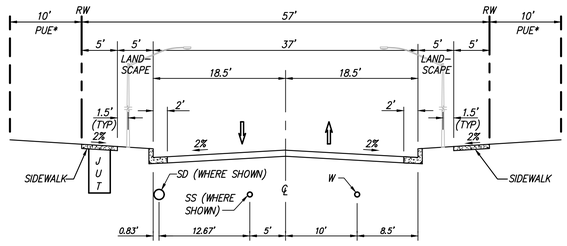
TRACY HILLS DRIVE - STA 173+15 TO END

NO SCALE



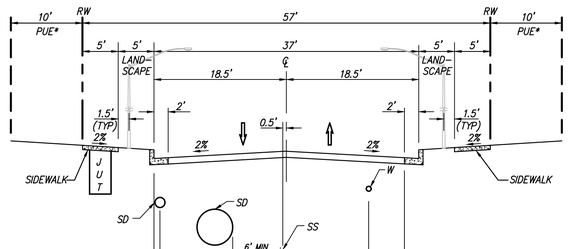
STREET A 28+60 TO END
STREET B 1+00 TO 13+50
& STREET C

NO SCALE



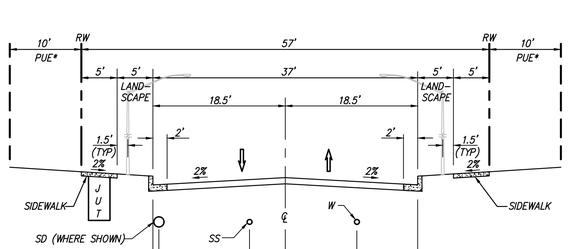
STREET A 17+50 TO 28+60
STREET B 13+50 TO END
STREET D, STREET E & STREET F

NO SCALE



STREET G STA 1+98 TO 6+50

NO SCALE



STREET G 6+50 TO END

NO SCALE

***PUES ON SIDE YARD CORNER LOTS SHALL BE 5'. FINAL SIDEYARD PUE WIDTHS TO BE ADJUSTED OR ELIMINATED WITH FINAL JUT DESIGN**

VESTING TENTATIVE MAP - TRACT 4012

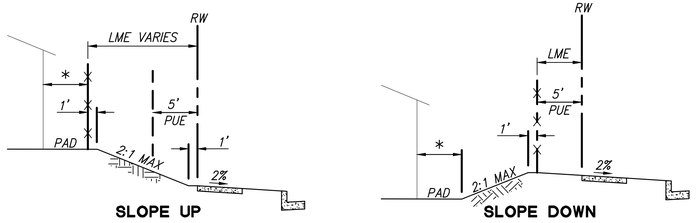
STREET SECTIONS AND DETAILS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

FOR: INTEGRAL COMMUNITIES

RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

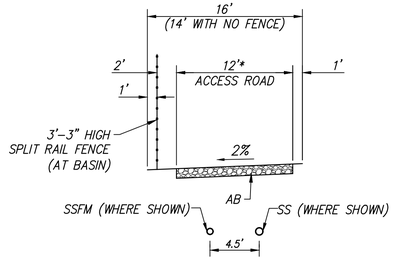
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*5' TYP (3' MIN) SIDE YARD FENCE TO HOUSE

TYPICAL LANDSCAPE MAINTENANCE EASEMENT FOR CORNER LOTS

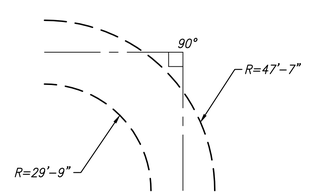
NO SCALE



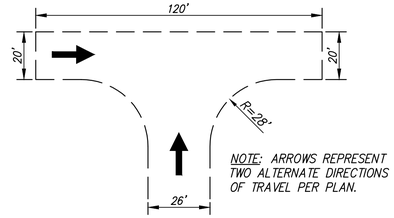
*16' WHERE DESIGNATED AS EVA

BASIN ACCESS ROAD

NO SCALE

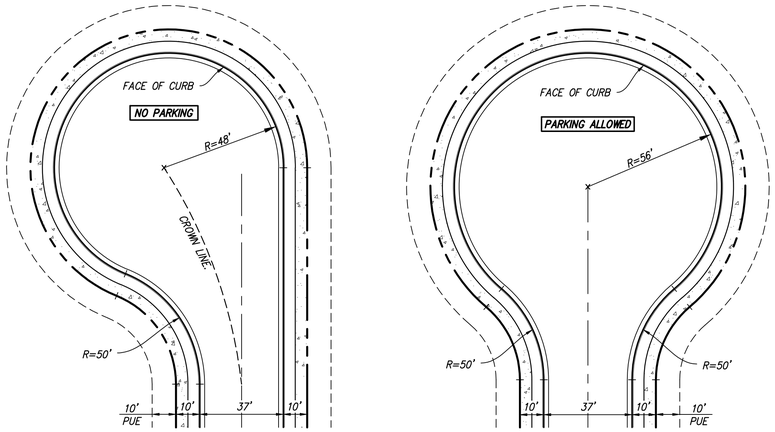


90° TURN DETAIL



HAMMERHEAD DETAIL

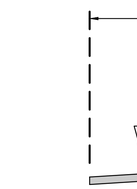
FIRE TRUCK TURN TEMPLATES



NOTE: RADII IS SHOWN TO FACE OF CURB PER CITY OF TRACY STANDARD PLAN 114 (SEE STANDARD PLAN FOR ADDITIONAL INFORMATION)

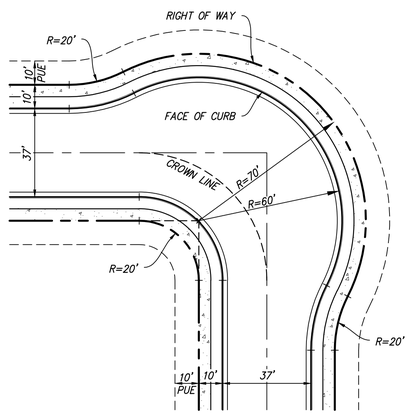
CUL-DE-SAC BULBS DETAIL

SCALE: 1"=30'



20' EVA DETAIL AT STREET G

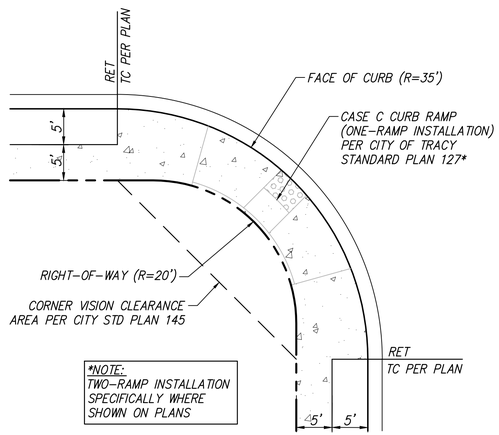
NO SCALE



NOTE: RADII IS SHOWN TO RIGHT OF WAY PER CITY OF TRACY STANDARD PLAN 113 (SEE STANDARD PLAN FOR ADDITIONAL INFORMATION)

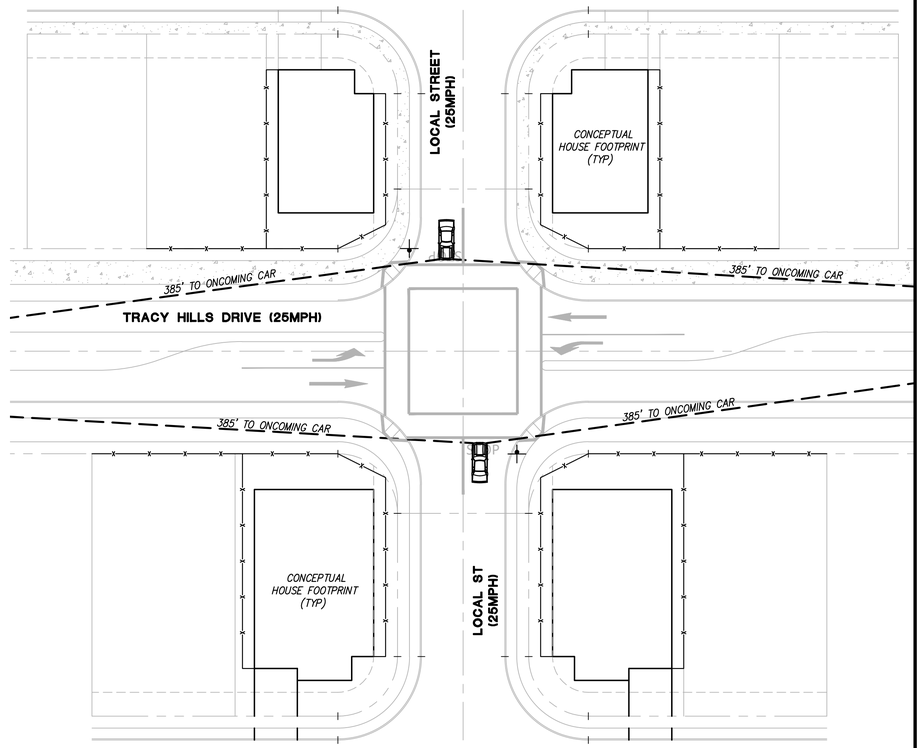
KNUCKLE DETAIL

SCALE: 1"=30'



TYPICAL CURB RETURN DETAIL

NO SCALE



NOTES:
1. TRACY HILLS DRIVE POSTED 25 MPH (35 MPH DESIGN SPEED)
2. CORNER SIGHT DISTANCE BASED ON CALTRANS TABLE 405.1 FOR UNCONTROLLED INTERSECTION AS A CONSERVATIVE MEASUREMENT.

SIGHT DISTANCE DETAIL

SCALE: 1"=30'

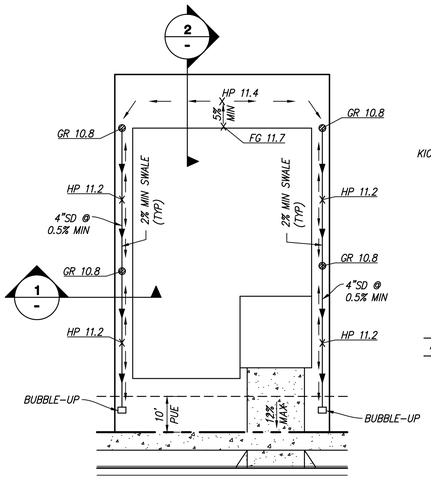
VESTING TENTATIVE MAP - TRACT 4012

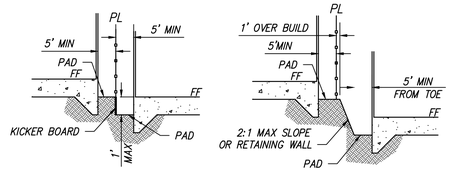
TYPICAL DETAILS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

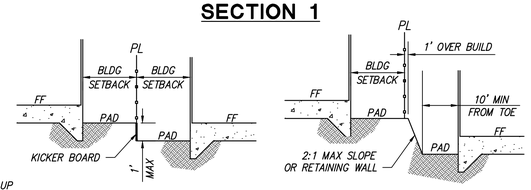
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
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PHONE: (925) 227-9100 FAX: (925) 227-9300

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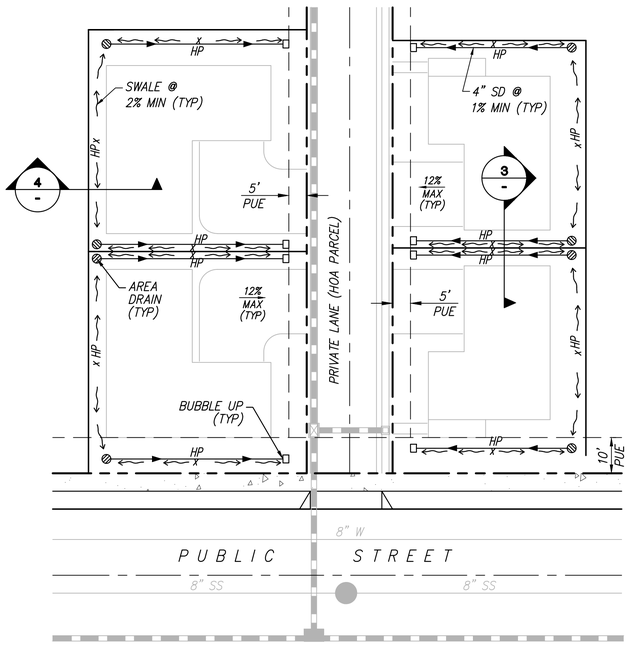
SECTION 1

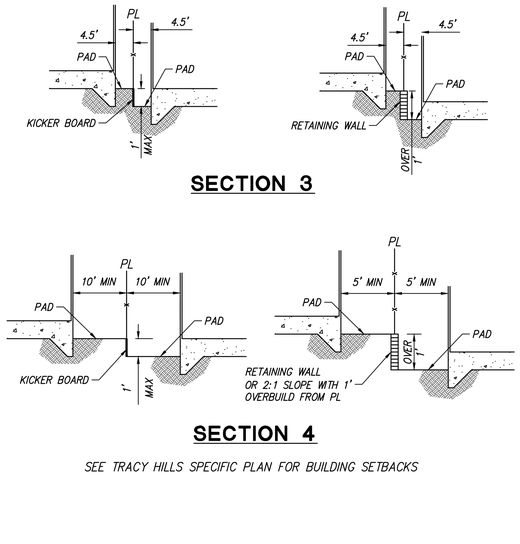


SECTION 2

TYPICAL LOT GRADING DETAIL- PUBLIC STREETS

SCALE: 1"=20'

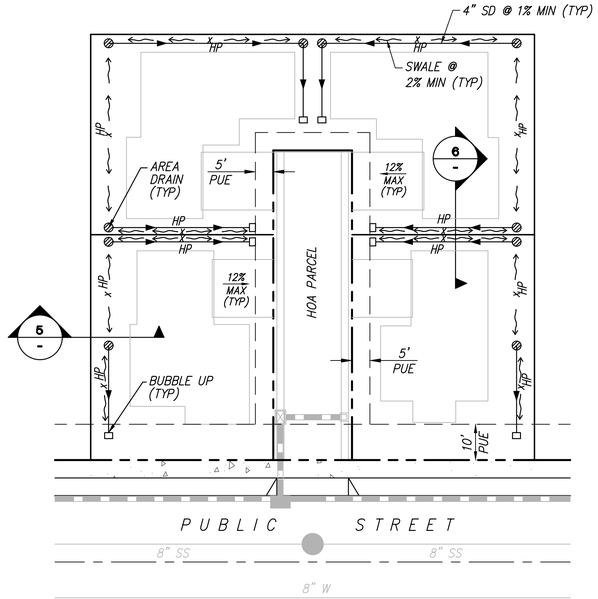


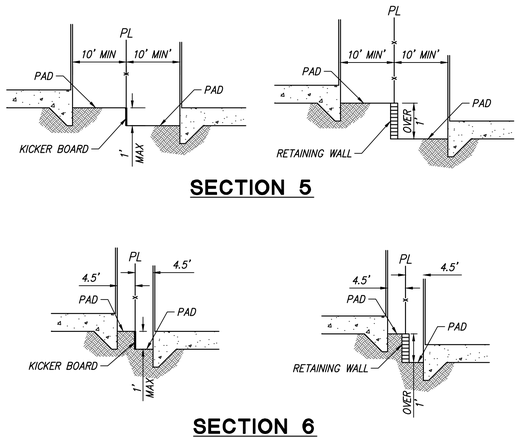


SECTION 3

SECTION 4

SEE TRACY HILLS SPECIFIC PLAN FOR BUILDING SETBACKS





SECTION 5

SECTION 6

TYPICAL LOT GRADING DETAIL- PRIVATE LANES

NOT TO SCALE

TYPICAL LOT GRADING DETAIL- CLUSTER DRIVEWAYS

NOT TO SCALE

VESTING TENTATIVE MAP - TRACT 4012

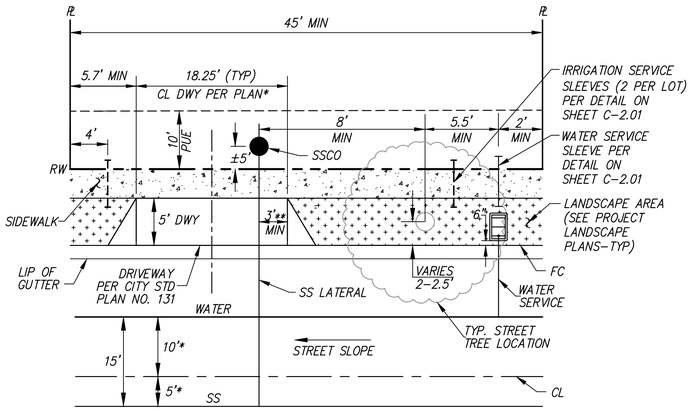
LOT GRADING DETAILS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

FOR: INTEGRAL COMMUNITIES

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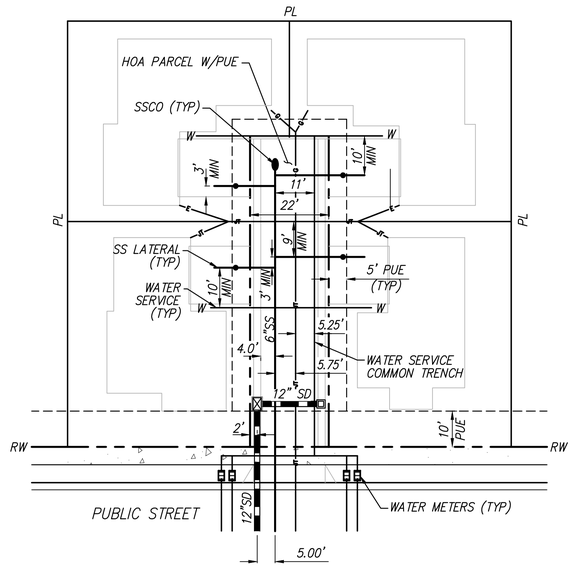
NOTES:

* DIMENSIONS ARE TYPICAL, UNLESS OTHERWISE NOTED ON PLANS.

** SS LATERAL MAY BE EITHER WITHIN OR OUTSIDE OF DRIVEWAY, 3' MIN FROM EDGE OF DRIVEWAY. WHERE LOT WIDTH ALLOWS, SS LATERAL IS TO BE OUTSIDE OF DRIVEWAY. SS LATERAL WITHIN DRIVEWAY IS TO HAVE TRAFFIC RATED BOX AND COVER AT CLEANOUT.

TYPICAL UTILITY LOCATION DETAIL- PUBLIC STREET LOT WITH TREE

NO SCALE

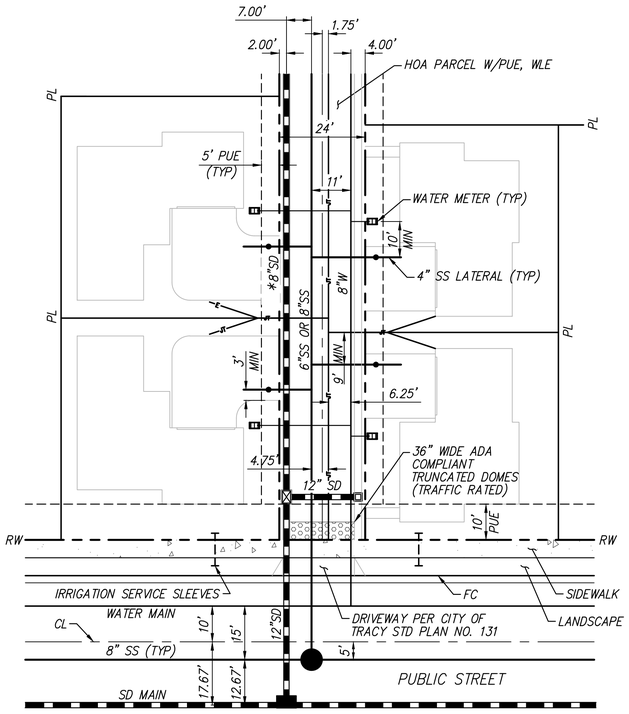


NOTES:

1. 12" STORM DRAIN BE CLASS III RCP 6" & 8" SD SHALL BE HDPE.
2. SANITARY SEWER PIPE SHALL BE SDR-26 PVC.
3. SANITARY SEWER LATERALS SHALL BE LOCATED IN THE DRIVEWAY WITH TRAFFIC RATED BOX AND COVER AT CLEANOUT.
4. STORM DRAIN, SEWER AND WATER SERVICES ARE PRIVATE/MAINTAINED BY HOA.
5. CLUSTER DRIVEWAYS ARE TO BE LIGHTED USING WALL-MOUNTED FIXTURES ATTACHED TO EXTERIOR GARAGE WALL PROVIDING A MINIMUM AVERAGE LUMINANCE OF 0.3 cd/m² AT THE CENTERLINE OF THE DRIVEWAY.

TYPICAL UTILITY LOCATION DETAIL- CLUSTER DRIVEWAYS

NO SCALE



NOTES:

1. 12" AND LARGER STORM DRAIN BE CLASS III RCP 6" & 8" SD SHALL BE HDPE.
2. SANITARY SEWER PIPE SHALL BE SDR-26 PVC.
3. SANITARY SEWER LATERALS SHALL BE LOCATED IN THE DRIVEWAY WITH TRAFFIC RATED BOX AND COVER AT CLEANOUT.
4. STORM DRAIN, SEWER AND WATER SERVICES ARE PRIVATE/MAINTAINED BY HOA.
5. PRIVATE LANES ARE TO BE LIGHTED USING WALL-MOUNTED FIXTURES ATTACHED TO EXTERIOR GARAGE WALL PROVIDING A MINIMUM AVERAGE LUMINANCE OF 0.3 cd/m² AT THE CENTERLINE OF THE LANE.

* "OR AS NOTED ON PLANS"

TYPICAL UTILITY LOCATION DETAIL- PRIVATE LANES

NO SCALE

VESTING TENTATIVE MAP - TRACT 4012

UTILITY DETAILS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

FOR: INTEGRAL COMMUNITIES

RUGGERI-JENSEN-AZAR

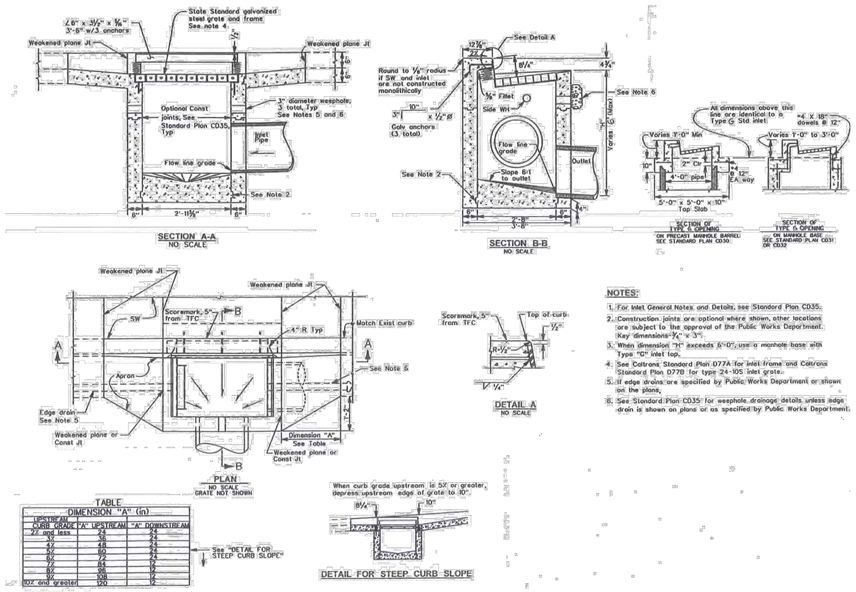
ENGINEERS ▪ PLANNERS ▪ SURVEYORS

4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588

PHONE: (925) 227-9100 FAX: (925) 227-9300

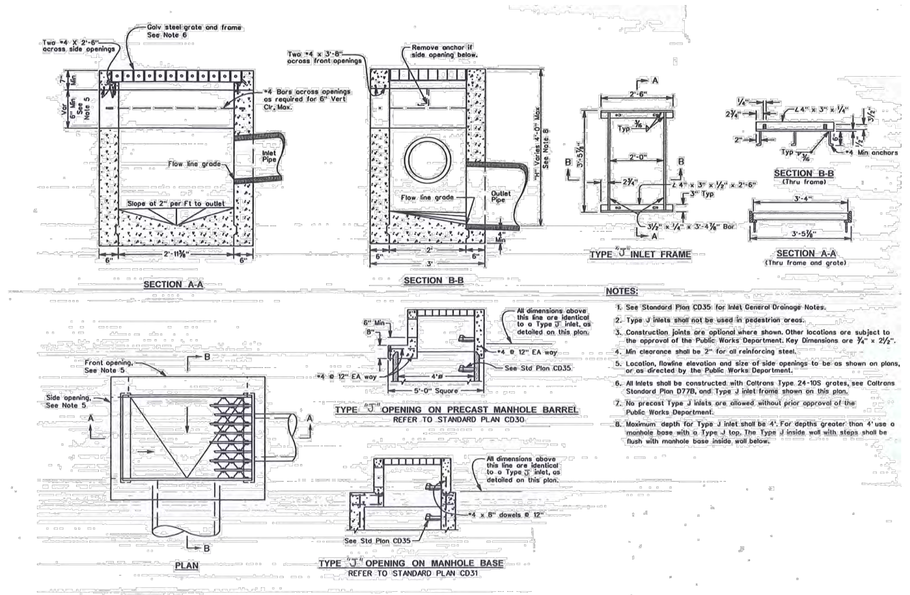
DATE: FEBRUARY 18, 2025 JOB NO: 185020 SHEET 6 OF 19

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CD 27 - TYPE "G" INLET

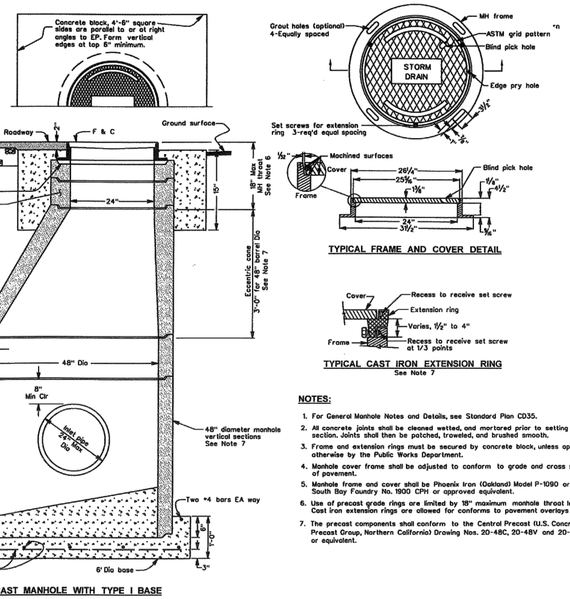
NO SCALE



CD 29 - TYPE "J" INLET

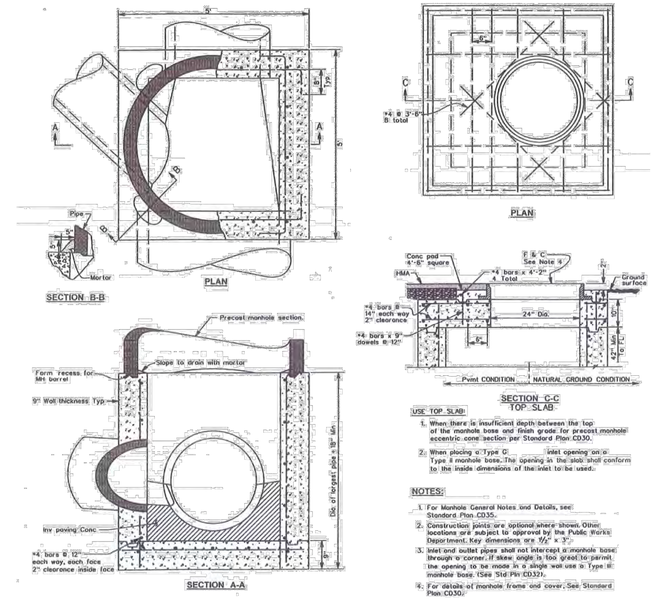
NO SCALE

STORM DRAIN DETAILS SHOWN FOR REFERENCE ONLY - SEE TRACY HILLS DESIGN GUIDELINES



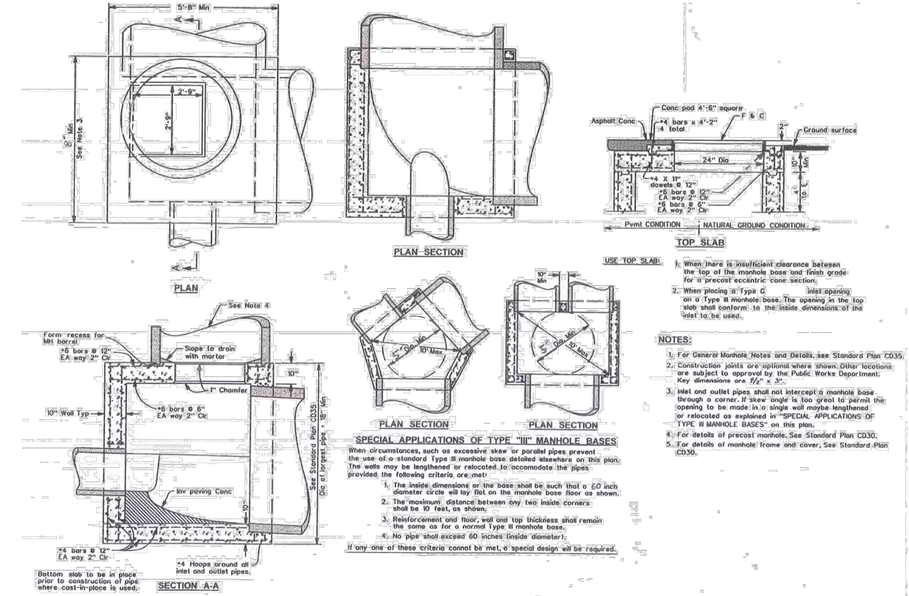
CD 30 - TYPE I MANHOLE BASE

NO SCALE



CD 31 - TYPE II MANHOLE BASE

NO SCALE



CD 32 - TYPE III MANHOLE BASE

NO SCALE

VESTING TENTATIVE MAP - TRACT 4012

STORM DRAIN DETAILS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
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VILLAGE 12 47' x 70'	
LOT #	AREA (SF)
1	7,166
2	8,202
3	6,787

VILLAGE 13 58' X 54'	
LOT #	AREA (SF)
1	4,191
2	4,461
3	4,297
4	4,071
5	4,201
6	4,027
7	4,059
8	3,782
9	3,538
10	3,538
11	3,782
12	4,710
13	4,301
14	3,834
15	3,852
16	3,782
17	3,213
18	3,622
19	3,585
20	3,213
21	3,767
22	3,614
23	3,732
24	3,971
25	3,213
26	3,407
27	3,339
28	3,222
29	3,715
30	3,715
31	4,521
32	3,782
33	3,538
34	3,782
35	3,782
36	3,553
37	3,538
38	3,782
39	5,491
40	6,694
41	3,140
42	3,140
43	3,140
44	3,140
45	3,641
46	3,398
47	3,860
48	4,371
49	4,702

VILLAGE 14 45' x 100'	
LOT #	AREA (SF)
1	8,965
2	5,350
3	4,500
4	4,500
5	4,500
6	4,688
7	5,229
8	5,257
9	4,657
10	4,657
11	4,657
12	4,657
13	4,657
14	4,657
15	4,657
16	4,657
17	4,657
18	4,657
19	4,657
20	4,657
21	5,196
22	7,695
23	7,913
24	7,877
25	6,436
26	5,753
27	5,175
28	5,175
29	5,176
30	5,758
31	6,668
32	5,175
33	5,175
34	5,175
35	5,175
36	5,175
37	5,175
38	5,175
39	5,175
40	5,175
41	5,175
42	5,175
43	5,554
44	5,911
45	5,611
46	6,739
47	11,217
48	6,375

VILLAGE 14 45' x 100'	
LOT #	AREA (SF)
49	7,928
50	7,938
51	6,894
52	5,946
53	5,108
54	5,000
55	4,960
56	5,000
57	4,500
58	4,500
59	4,500
60	4,500
61	4,500
62	4,500
63	4,500
64	4,500
65	4,500
66	4,500
67	4,500
68	4,500
69	4,500
70	4,500
71	4,500
72	4,624
73	4,831
74	4,839
75	4,797
76	4,638
77	4,504
78	5,416
79	4,500
80	4,500
81	4,624
82	4,828
83	4,832
84	4,791
85	4,634
86	4,504
87	4,500
88	4,500
89	4,500
90	4,500
91	4,500
92	4,500
93	4,500
94	4,500
95	4,500
96	5,862

VILLAGE 15 50' x 80'	
LOT #	AREA (SF)
1	6,328
2	5,282
3	4,771
4	4,293
5	4,080
6	4,080
7	4,080
8	4,080
9	4,080
10	4,080
11	4,080
12	4,080
13	4,080
14	4,080
15	4,080
16	4,722
17	4,364
18	4,050
19	4,000
20	4,000
21	4,000
22	4,039
23	4,736
24	4,271
25	6,424
26	4,198
27	4,209
28	4,199
29	4,477
30	4,295
31	4,027
32	4,396
33	4,893
34	4,080
35	4,080
36	4,080
37	4,080
38	4,080
39	4,080
40	4,080
41	4,080
42	4,080
43	4,080
44	4,080
45	4,451

VILLAGE 16 58' X 54'	
LOT #	AREA (SF)
1	5,828
2	6,929
3	3,307
4	3,297
5	3,297
6	3,307
7	3,307
8	3,297
9	4,029
10	3,849
11	3,293
12	3,435
13	3,285
14	3,213
15	3,213
16	3,330
17	3,376
18	3,213
19	3,366
20	3,287
21	3,676
22	4,180
23	4,157
24	3,571
25	3,786
26	3,436
27	5,297
28	4,402
29	3,976
30	3,348
31	3,980
32	5,743
33	7,629
34	3,517
35	3,294
36	3,297
37	3,307
38	3,308
39	3,297
40	3,297
41	3,308
42	3,308
43	3,297
44	3,493
45	3,442

VILLAGE 17 50' x 80'	
LOT #	AREA (SF)
1	5,351
2	5,683
3	5,305
4	5,241
5	4,973
6	10,026
7	22,199
8	5,558
9	6,211
10	6,554
11	4,618
12	4,774
13	7,182
14	6,063
15	5,207
16	5,604
17	5,984
18	6,353
19	7,076
20	5,431
21	5,943
22	5,918
23	9,409
24	6,544
25	7,460
26	7,486
27	13,161
28	4,714
29	4,853
30	4,853
31	4,000
32	4,000
33	4,000
34	4,000
35	4,000
36	4,000
37	4,000
38	4,314
39	4,000
40	4,000
41	4,000
42	4,000
43	4,000
44	4,000
45	4,000
46	4,000
47	4,000
48	4,000
49	4,000
50	4,829
51	4,103

VESTING TENTATIVE MAP - TRACT 4012
RESIDENTIAL LOT AREA SUMMARY - 289 LOTS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

RJA
RUGGERI-JENSEN-AZAR
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LOT SUMMARY			
VILLAGE	ACRES	LOT COUNT	TYPICAL LOT SIZE
12	0.51	3	47' X 70'
13	6.21	49	58' X 54'
14	15.20	96	45' X 100'
15	6.48	45	50' X 80'
16	6.19	45	58' X 54'
17	10.19	51	50' X 80'
TOTAL	44.78	289	VARIES

NOTE: VILLAGES 13 & 16 INCLUDE 58'x54' LOTS IN BOTH SINGLE LOADED AND CLUSTER CONFIGURATIONS.

PARCEL SUMMARY		
PARCEL	OWNER	ACRES
A	HOA	7.18
B	HOA	2.56
C	HOA	0.49
D	HOA	0.51
E	HOA	0.36
F	HOA	1.94
G	CITY	5.14
H	CITY	0.26
I	HOA	2.50
J	HOA	0.29
K	CITY	1.95
L	HOA	7.02
M	HOA	13.23
N	HOA	1.58
O	HOA	2.00
P	HOA	1.26
Q	HOA	1.36
R	HOA	2.56
S	HOA	0.42
T	HOA	1.49
U	HOA	2.56
V	HOA	3.83
W	HOA	6.54
X	HOA	3.19
Y	HOA	3.35
TOTAL		73.57

PARK SUMMARY		
PARCEL	OWNER	ACRES
B (LINEAR PARK)	HOA	2.56
E (LINEAR PARK)	HOA	0.36
F (LINEAR PARK)	HOA	1.94
I (LINEAR PARK)	HOA	2.50
J (LINEAR PARK)	HOA	0.29
K (CITY PARK)	CITY	1.95
TOTAL		9.60

OTHER LAND USES		
PARCEL	USE	ACRES
–	TRACY HILLS DRIVE	3.24
G	RETENTION BASIN	5.14
H	SS LIFT STATION	0.26
J	EVA	0.29
TOTAL		8.93

LEGEND

- PUBLIC PARK (CITY OWNED & MAINTAINED)
- LINEAR PARK (HOA OWNED & MAINTAINED)
- EXISTING CONSERVATION EASEMENT (HOA OWNED & MAINTAINED)
- IN TRACT OPEN SPACE (HOA OWNED & MAINTAINED)
- RETENTION BASIN (CITY OWNED & MAINTAINED)
- PROPOSED 100' CONSERVATION EASEMENT (HOA OWNED & MAINTAINED PARCELS)
- PROPOSED EVA

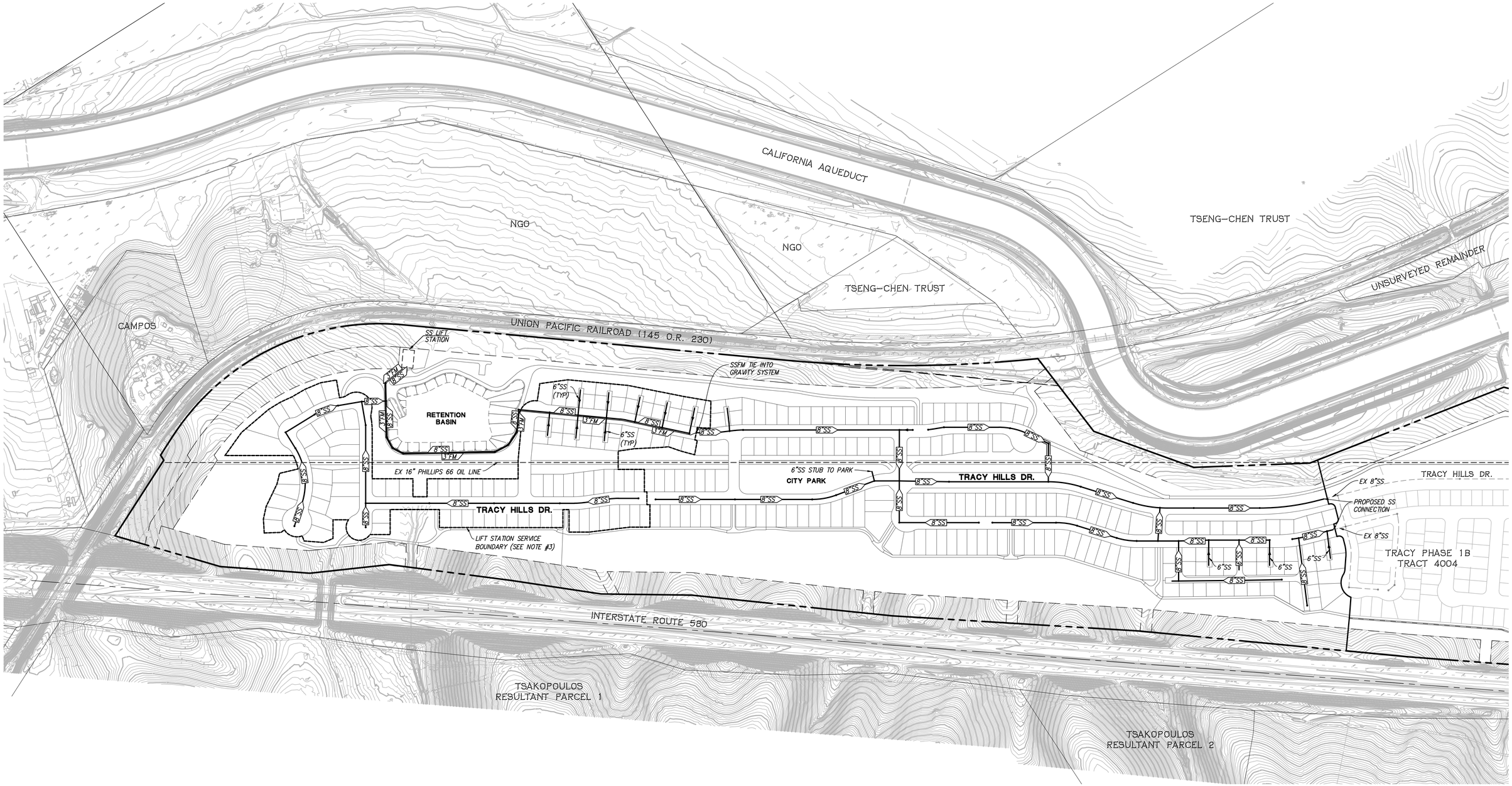
VESTING TENTATIVE MAP - TRACT 4012
OWNERSHIP EXHIBIT

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

0 200 400 600
1 inch = 200 ft.

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O:\JOB2018\185020\TENT-MAP\09-OWN-185020VTM.DWG 6/26/2024 9:49:42 AM RYAN WHEELER



NOTES:

1. SEE DETAILS ON SHEET 6 FOR PRIVATE LANE AND CLUSTER PRODUCT UTILITY CONFIGURATIONS.
2. SANITARY SEWER SYSTEM LAYOUT SHOWN IN INDIVIDUAL VILLAGES IS SCHEMATIC. ULTIMATE DESIGN/LAYOUT TO BE APPROVED BY THE CITY AS PART OF IMPROVEMENT PLANS.
3. 109 TOTAL LOTS ARE WITHIN THE LIFT STATION SERVICE BOUNDARY.

VESTING TENTATIVE MAP - TRACT 4012
OVERALL SANITARY SEWER PLAN

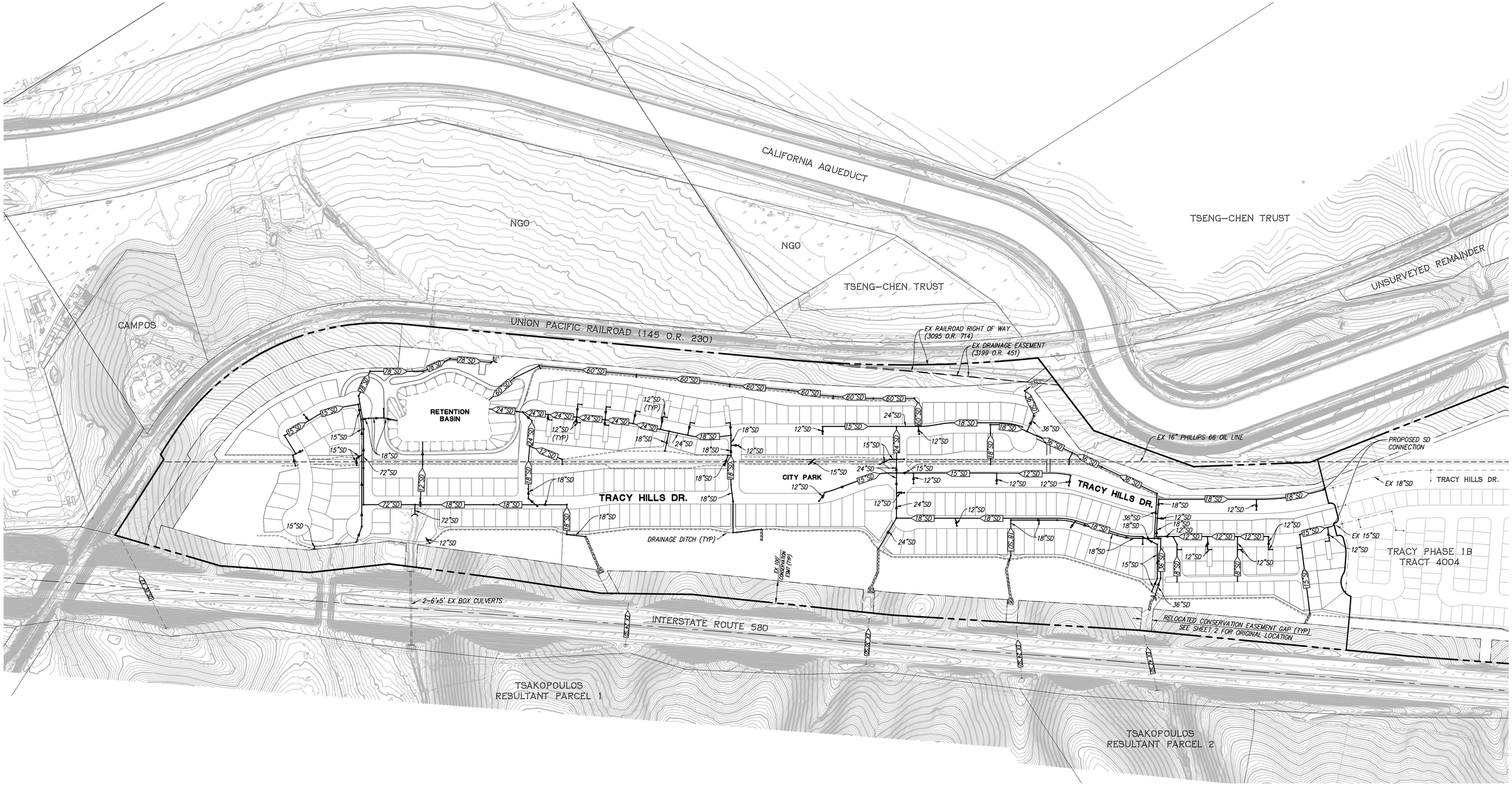
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

0 200 400 600
1 inch = 200 ft.

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DATE: FEBRUARY 18, 2025 JOB NO: 185020 SHEET 10 OF 19

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NOTES:

1. SEE DETAILS ON SHEET 6 FOR PRIVATE LANE AND CLUSTER PRODUCT UTILITY CONFIGURATIONS.
2. STORM DRAIN SYSTEM LAYOUT SHOWN IN INDIVIDUAL VILLAGES IS SCHEMATIC. ULTIMATE DESIGN/LAYOUT TO BE APPROVED BY THE CITY AS PART OF IMPROVEMENT PLANS.
3. PIPE SIZES NOT LABELED IN PUBLIC STREETS SHALL BE 12" SD. SEE ALSO TYPICAL MOTORCOURT & CLUSTER PRODUCT UTILITY LAYOUT DETAIL FOR PIPE SIZES.
4. BLANKET STORM DRAIN EASEMENTS OVER HOA PARCELS CONTAINING STORM DRAIN FACILITIES TO BE PROVIDED WITH FINAL MAP.
5. BATTERY POWERED WATER LEVEL RECORDERS SHALL BE INSTALLED AT THE PROPOSED RETENTION BASIN.

VESTING TENTATIVE MAP - TRACT 4012
OVERALL STORM DRAIN SYSTEM PLAN

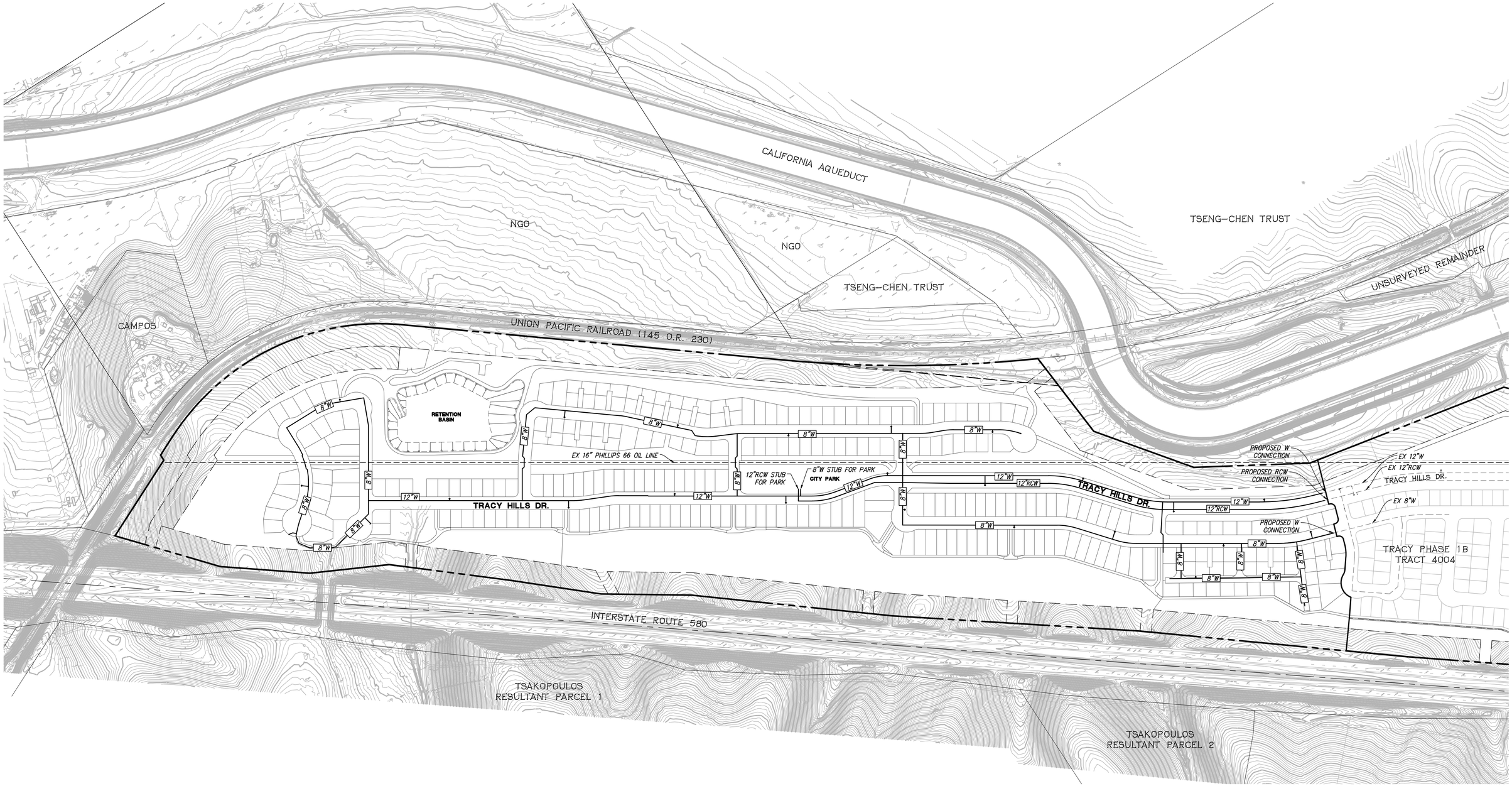
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

0 200 400 600
1 inch = 200 ft.

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DATE: FEBRUARY 18, 2025 JOB NO: 185020 SHEET 11 OF 19

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NOTES:
1. SEE DETAILS ON SHEET 6 FOR PRIVATE LANE AND CLUSTER PRODUCT UTILITY CONFIGURATIONS.
2. WATER SYSTEM LAYOUT SHOWN IN INDIVIDUAL VILLAGES IS SCHEMATIC. ULTIMATE DESIGN/LAYOUT TO BE APPROVED BY THE CITY AS PART OF IMPROVEMENT PLANS.
3. 3-WAY OR 4-WAY VALVES WILL BE INSTALLED ON WATER MAINS AT TEE OR CROSS INTERSECTIONS, RESPECTIVELY.
4. RECLAIMED WATER SIZE BASED ON CITY OF TRACY CITYWIDE WATER SYSTEM MASTER PLAN.

VESTING TENTATIVE MAP - TRACT 4012
OVERALL WATER SYSTEM PLAN

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

0 200 400 600
1 inch = 200 ft.

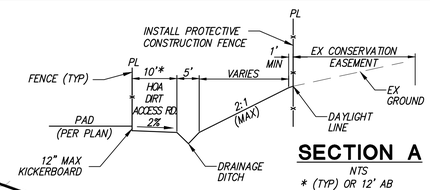
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DATE: FEBRUARY 18, 2025 JOB NO: 185020 SHEET 12 OF 19

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SEE SHEET 19

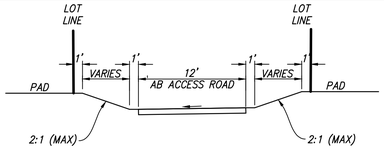
SEE SHEET 14



SECTION A

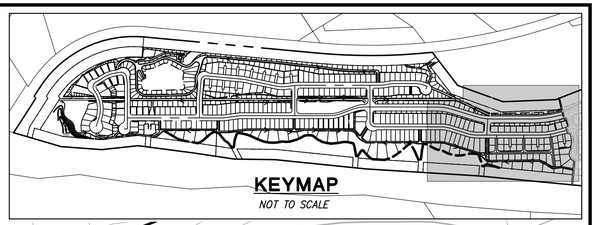
NTS

* (TYP) OR 12' AB (AS SHOWN ON PLANS)



SECTION B

NTS



KEYMAP

NOT TO SCALE

PARCEL A OPEN SPACE SDE

PARCEL B SDE LINEAR PARK

PARCEL B LINEAR PARK SDE

PARCEL C OPEN SPACE

PARCEL D OPEN SPACE

PARCEL M OPEN SPACE SDE

PARCEL N OPEN SPACE SDE

PARCEL O

PARCEL P

PARCEL X

TRACY HILLS DRIVE

STREET B

STREET C

LANE FF

LANE GG

LANE DD

LANE BB

DRIVEWAY

CONSERVATION EASEMENT ACCESS GATE

10' WIDE DIRT MAINTENANCE TRAIL

16' WIDE AB MAINTENANCE ACCESS ROAD, TRAIL & EVAE

RAISED MEDIAN

12' WIDE DG TRAIL

HOA DIRT ACCESS ROAD

12' WIDE HOA AB ACCESS ROAD

HOA PARCEL

MAINTENANCE ACCESS GATE

FIRE ACCESS 90' TURN DETAIL (TYP)

BUILDING SETBACK LINE

EX RESTRICTION OF ACCESS RIGHTS

EX 16.5' PHILLIPS 66 PIPELINE CSMT

EX 100' CONSERVATION EASEMENT

EX 50' CONSERVATION EASEMENT GAP

PROPOSED 50' CONSERVATION EASEMENT GAP

EX 42' SD

3' RET WALL

3.5' RET WALL

1' RET WALL

6' RET WALL

STATE HWY 580

NOTE: SEE DETAIL SHEET 6 FOR UTILITIES IN CLUSTER DRIVEWAYS

NOTE: SLOPES STEEPER THAN 3:1 AND TALLER THAN 10' SHALL BE CONSTRUCTED WITH KEYWAYS PER GEOTECHNICAL RECOMMENDATIONS

VESTING TENTATIVE MAP - TRACT 4012
VILLAGE 12, VILLAGE 13 & VILLAGE 14

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

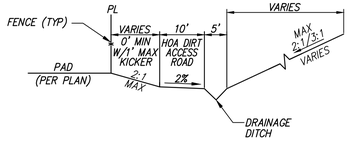
TRACY HILLS VILLAGE 11B TRACT 4114

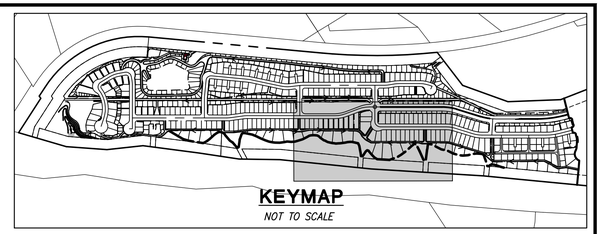
0 50 100 150

1 inch = 50 ft.

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SECTION C
NTS

SEE SHEET 19

SEE SHEET 15

SEE SHEET 13

NEIGHBORHOOD TRAIL CROSSING

PARCEL E SDE LINEAR PARK

PARCEL K CITY PARK

PARCEL A SDE OPEN SPACE

PARCEL B LINEAR PARK SDE

PARCEL D SDE OPEN SPACE

PARCEL M OPEN SPACE SDE

PARCEL R

PARCEL Q

STREET E

STREET D

STREET B

TRACY HILLS DR

TRACY HILLS DRIVE

MOUNTABLE CONCRETE SPLITTER ISLAND

6" SS STUB FOR PARK

MID-BLOCK CROSSING

12" RECLAIMED WATER STUB FOR PARK

12" WATER STUB FOR PARK

12" WIDE HOA AB ACCESS ROAD

HOA DIRT ACCESS ROAD

MINI-ROUNDABOUT 2" MOUNTABLE CURB W/PAVED CENTER & MOUNTABLE CONCRETE SPLITTER ISLANDS

EX 16" PHILLIPS 66 OIL LINE

EX 16.5" PHILLIPS 66 PIPELINE EASMT

16.5' WIDE PG TRAIL

RAISED MEDIAN

BUILDING SETBACK LINE

EX RESTRICTION OF ACCESS RIGHTS

EX 100' CONSERVATION EASEMENT

EX 50' CONSERVATION EASEMENT GAP

PROPOSED 50' CONSERVATION EASEMENT GAP

EX 24" SD

STATE HWY 580

C 14

NOTE: SLOPES STEEPER THAN 3:1 AND TALLER THAN 10' SHALL BE CONSTRUCTED WITH KEYWAYS PER GEOTECHNICAL RECOMMENDATIONS

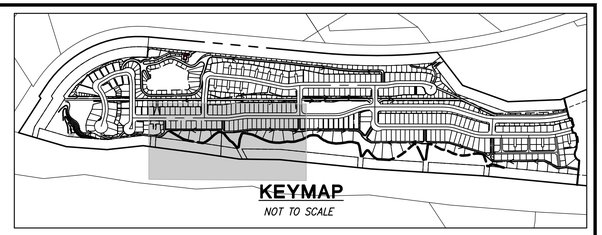
VESTING TENTATIVE MAP - TRACT 4012
VILLAGE 14

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

0 50 100 150
1 inch = 50 ft.

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SEE SHEET 18

SEE SHEET 16

SEE SHEET 14

PARCEL G
DETENTION BASIN E1

PARCEL I SDE
LINEAR PARK

PARCEL F SDE
LINEAR PARK

PARCEL L
OPEN SPACE
SDE

PARCEL T

PARCEL S

PARCEL M
OPEN SPACE
SDE

PARCEL R

STREET F

STREET E

TRACY HILLS DR

HOA DIRT ACCESS ROAD

12' WIDE HOA AB ACCESS ROAD

EX 50' CONSERVATION EASEMENT GAP

EX 100' CONSERVATION EASEMENT

PROPOSED 4.5'± CONSERVATION EASEMENT GAP

BUILDING SETBACK LINE

EX RESTRICTION OF ACCESS RIGHTS

EX (2) 6'x5' BOX CULVERTS

STATE HWY 580

NOTE: SLOPES STEEPER THAN 3:1 AND TALLER THAN 10' SHALL BE CONSTRUCTED WITH KEYWAYS PER GEOTECHNICAL RECOMMENDATIONS

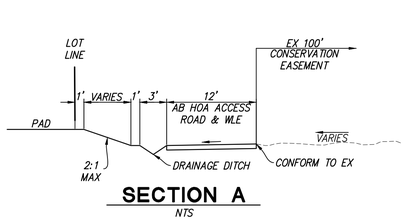
VESTING TENTATIVE MAP - TRACT 4012
VILLAGE 14 & 17

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

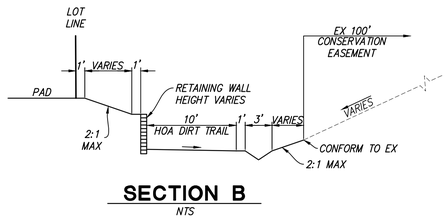
1 inch = 50 ft.

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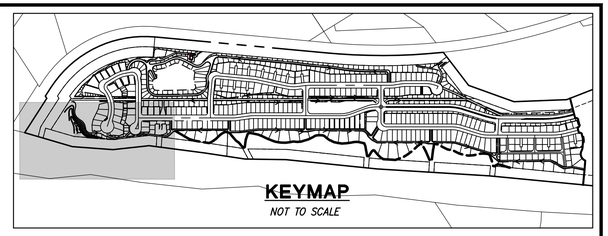
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SECTION A
NTS



SECTION B
NTS



SEE SHEET 17

SEE SHEET 15

NOTE: SLOPES STEEPER THAN 3:1 AND TALLER THAN 10' SHALL BE CONSTRUCTED WITH KEYWAYS PER GEOTECHNICAL RECOMMENDATIONS

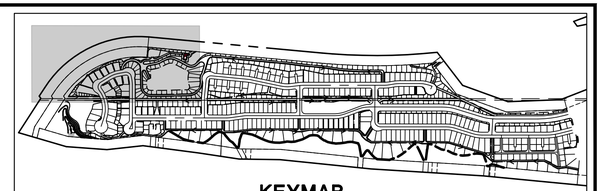
VESTING TENTATIVE MAP - TRACT 4012
VILLAGE 17

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

1 inch = 50 ft.

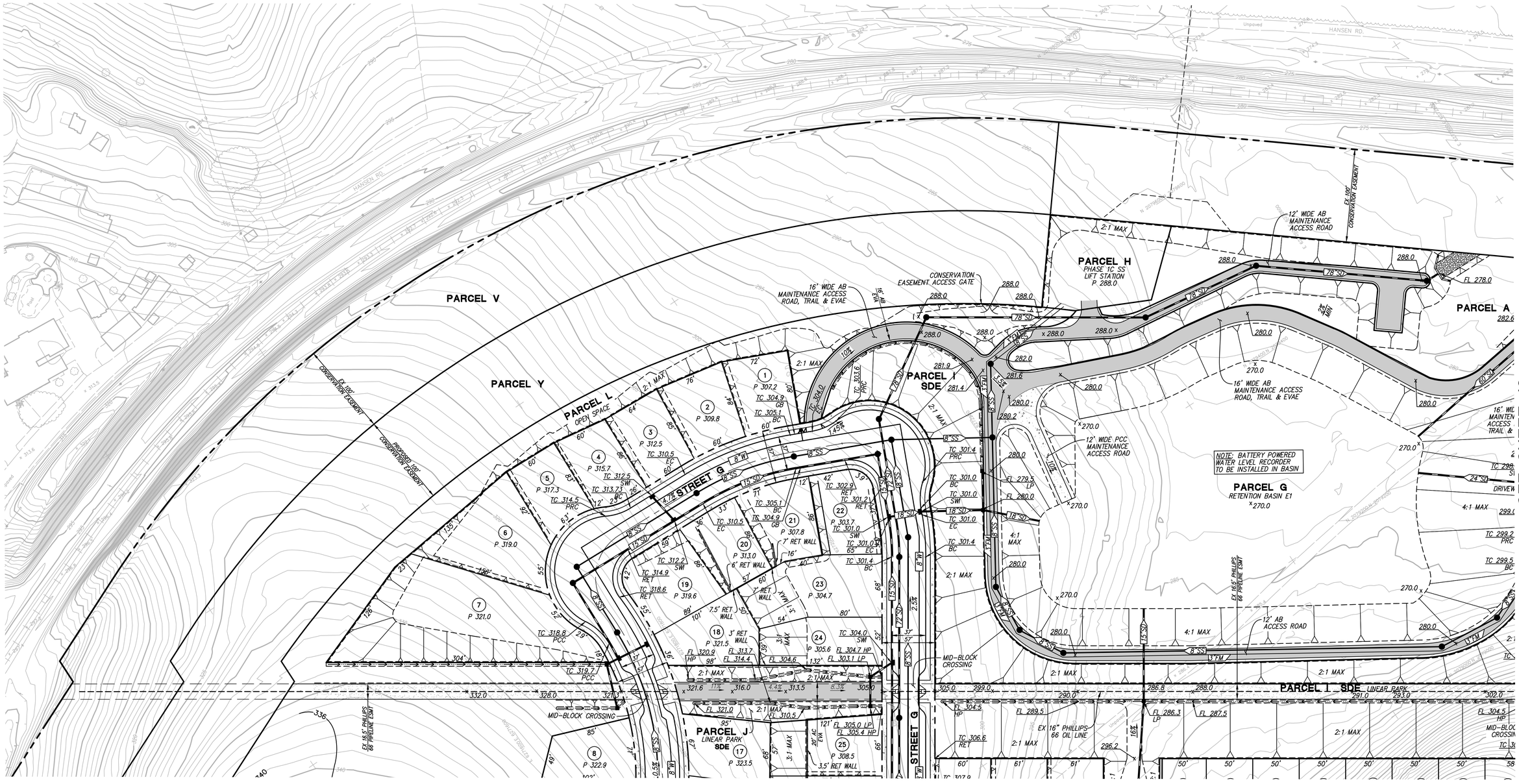
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KEYMAP

NOT TO SCALE



SEE SHEET 18

SEE SHEET 16

NOTE: SLOPES STEEPER THAN 3:1 AND TALLER THAN 10' SHALL BE CONSTRUCTED WITH KEYWAYS PER GEOTECHNICAL RECOMMENDATIONS

VESTING TENTATIVE MAP - TRACT 4012

VILLAGE 17

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

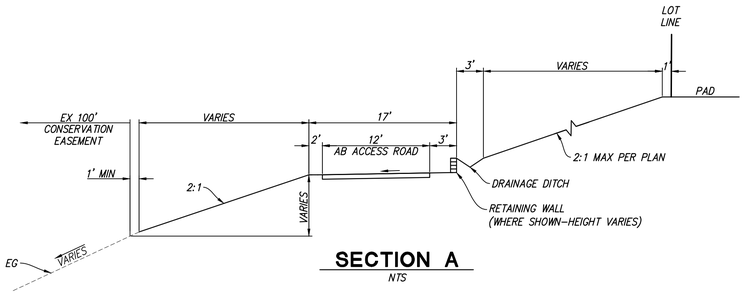
FOR: INTEGRAL COMMUNITIES

0 50 100 150

1 inch = 50 ft.

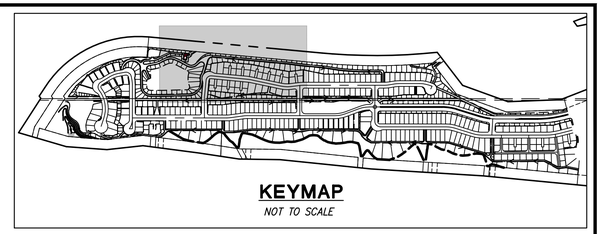
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SECTION A

NTS

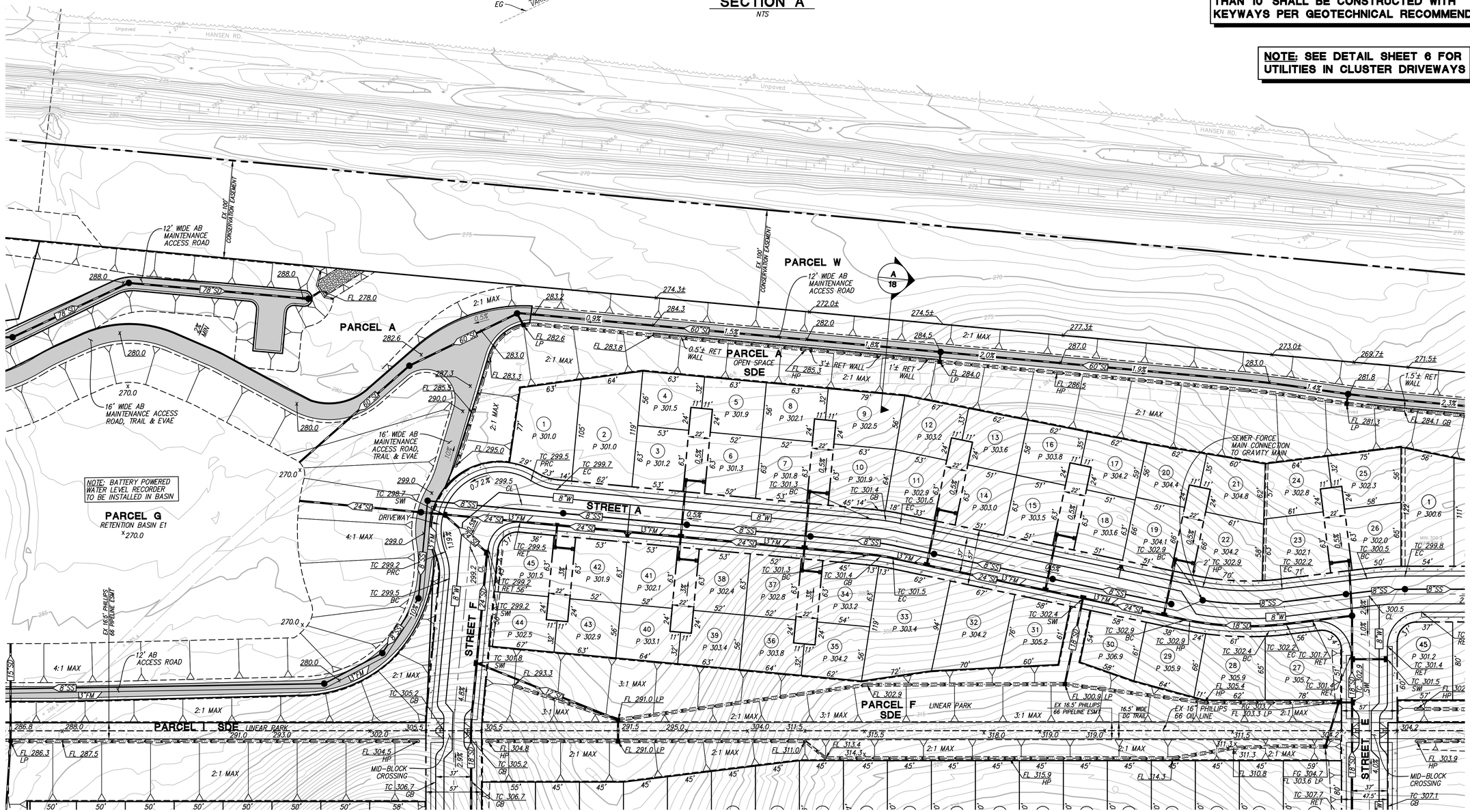


KEYMAP

NOT TO SCALE

NOTE: SLOPES STEEPER THAN 3:1 AND TALLER THAN 10' SHALL BE CONSTRUCTED WITH KEYWAYS PER GEOTECHNICAL RECOMMENDATIONS

NOTE: SEE DETAIL SHEET 6 FOR UTILITIES IN CLUSTER DRIVEWAYS



SEE SHEET 17

SEE SHEET 19

SEE SHEET 15

VESTING TENTATIVE MAP - TRACT 4012

VILLAGE 16

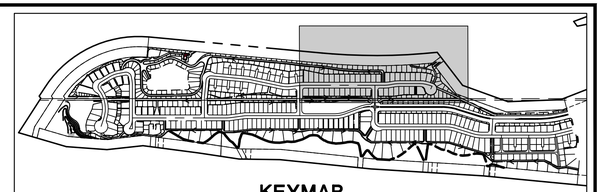
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

0 50 100 150
1 inch = 50 ft.

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
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PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: FEBRUARY 18, 2025 JOB NO: 185020 SHEET 18 OF 19

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KEYMAP

NOT TO SCALE

0 50 100 150

1 inch = 50 ft.

SEE SHEET 18

SEE SHEET 14

SEE SHEET 13

NOTE: SLOPES STEEPER THAN 3:1 AND TALLER THAN 10' SHALL BE CONSTRUCTED WITH KEYWAYS PER GEOTECHNICAL RECOMMENDATIONS

VESTING TENTATIVE MAP - TRACT 4012
VILLAGE 15 / RETENTION BASIN

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

C:\JOBS\185020\TENT-MAP\19-VTS-185020VTM.DWG 2/10/2025 5:10:19 PM RYAN WHEELER

RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS

RECEIVED
FEBRUARY 26, 2025
City of Tracy
Community and Economic Development

February 13, 2025 Job No. 185020

Mr. Jonathan Mitchell
City Engineer
Development Services Department
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

Subject: Tracy Hills Phase 1C Horizontal Location of Domestic Water Line

Dear Jonathan:

Per the City of Tracy Design Standards section 1.05, an Applicant may request Minor Deviations where warranted.

A deviation from Section 6.04(A) which states that water mains shall be installed within paved the portions of the street Right of Way.

Within Tracy Hills Phase 1C, Street G, at station 3+68+/- to 4+09+/-, the street section is narrowed from 37' to 21' (face of curb) to facilitate a mid block pedestrian crossing requested by the City. The water line will be located 1' behind face of curb for this portion of Street G and cannot be adjusted horizontally to be within the pavement section due to minimum separation requirements with other utilities.

See attached exhibit for a graphic of the area described above.

Please consider this our request for approval of this design.

Sincerely,

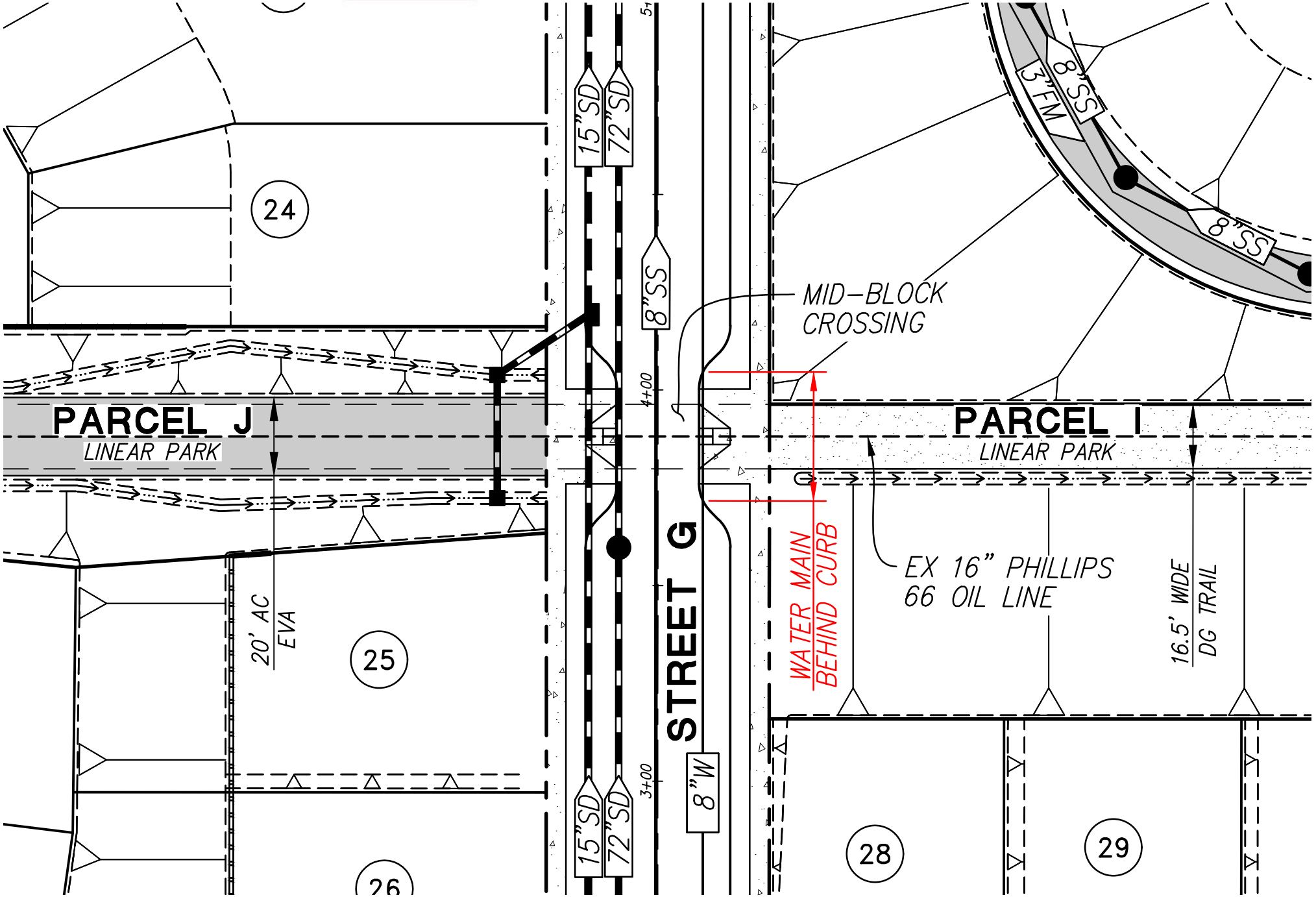
Ruggeri-Jensen-Azar

Alexander J. Azar, P.E.

cc: Lisa Mikelonis, John Palmer, Mike Souza, Integral Communities
Nanda Gottiparthy, Doug Rodgers, SNG

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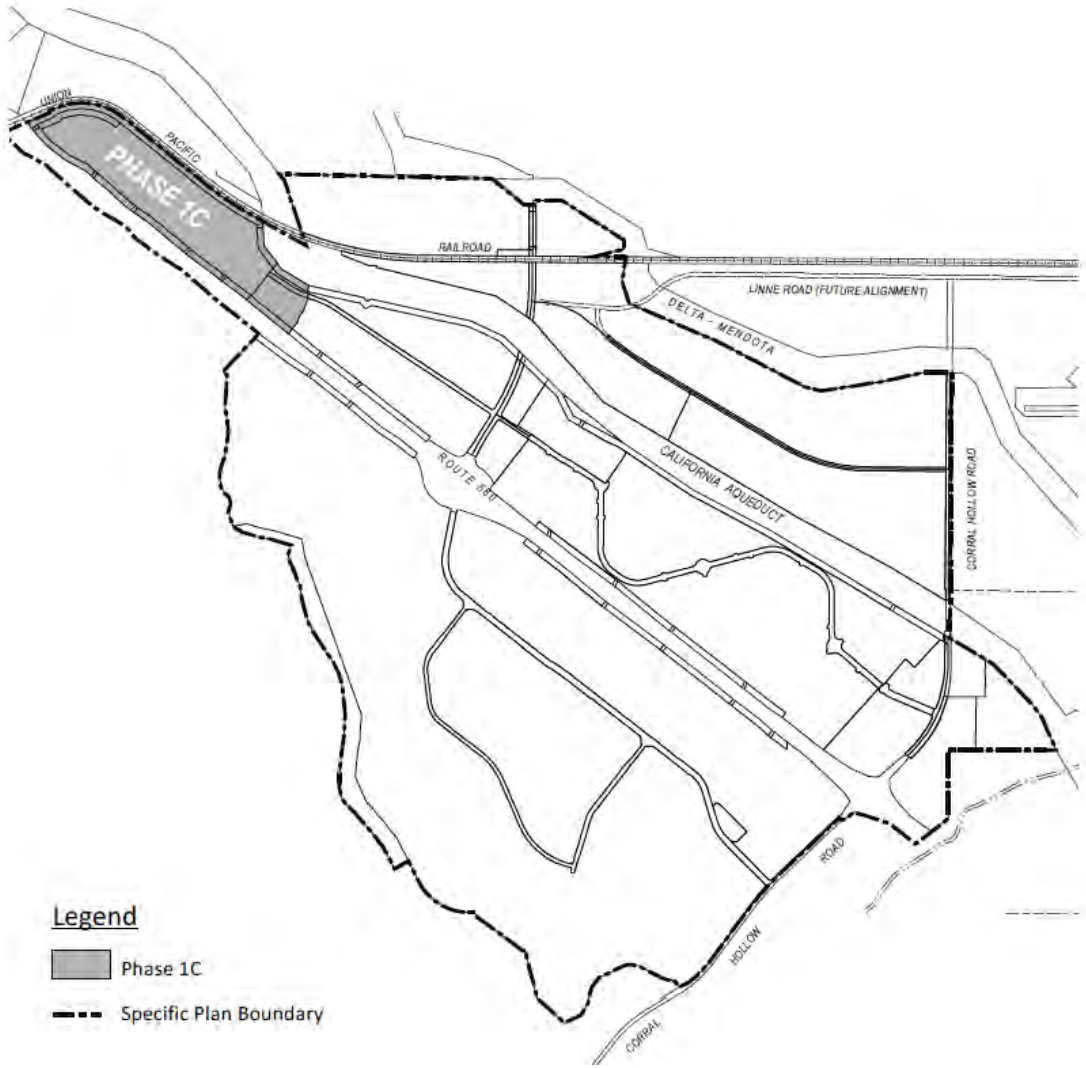
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City of Tracy
Community and Economic Development



Tracy Hills Phase 1C – Specific Plan Amendment and Vesting Tentative Subdivision Map

September 2, 2025

Tracy Hills Phase 1C - Location



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General Plan - Zoning

The property has a General Plan land use designation of Residential Medium. This designation allows for smaller lot sizes with a density of 6 to 12 units per acre.

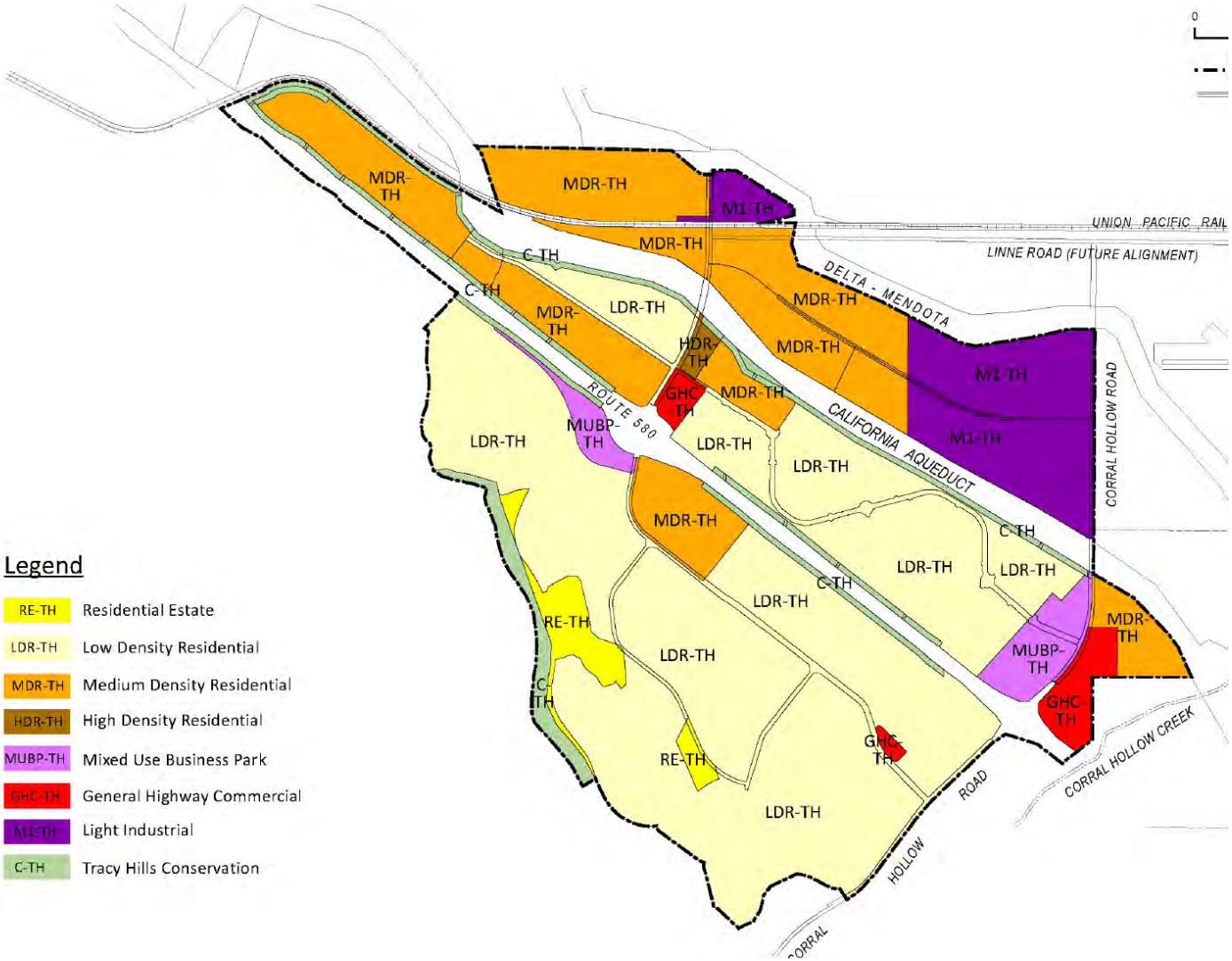
The zoning designation is Tracy Hills Specific Plan – Medium Density Residential.

The project does not include land use modifications.

The project is consistent with the land use designations for the property.

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Tracy Hills - Zoning



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Specific Plan Amendment

The proposed Tracy Hills Specific Plan Amendment (SPA) includes:

- Adding Appendix F, the Phase 1C Design Guidelines, which lays out the overall conceptual development plan and implementation details for Phase 1C.
- Modifications to section 2 of the residential zoning standards creating development standards for small lot parcels. (Table 2.1.3)
- A modification of Appendix D of the Specific Plan will provide for guidelines for the construction of roundabout art and monument wall signage and project identification. This specific plan modification was previously developed in concept for overall art in public spaces and Tracy Hills branding.

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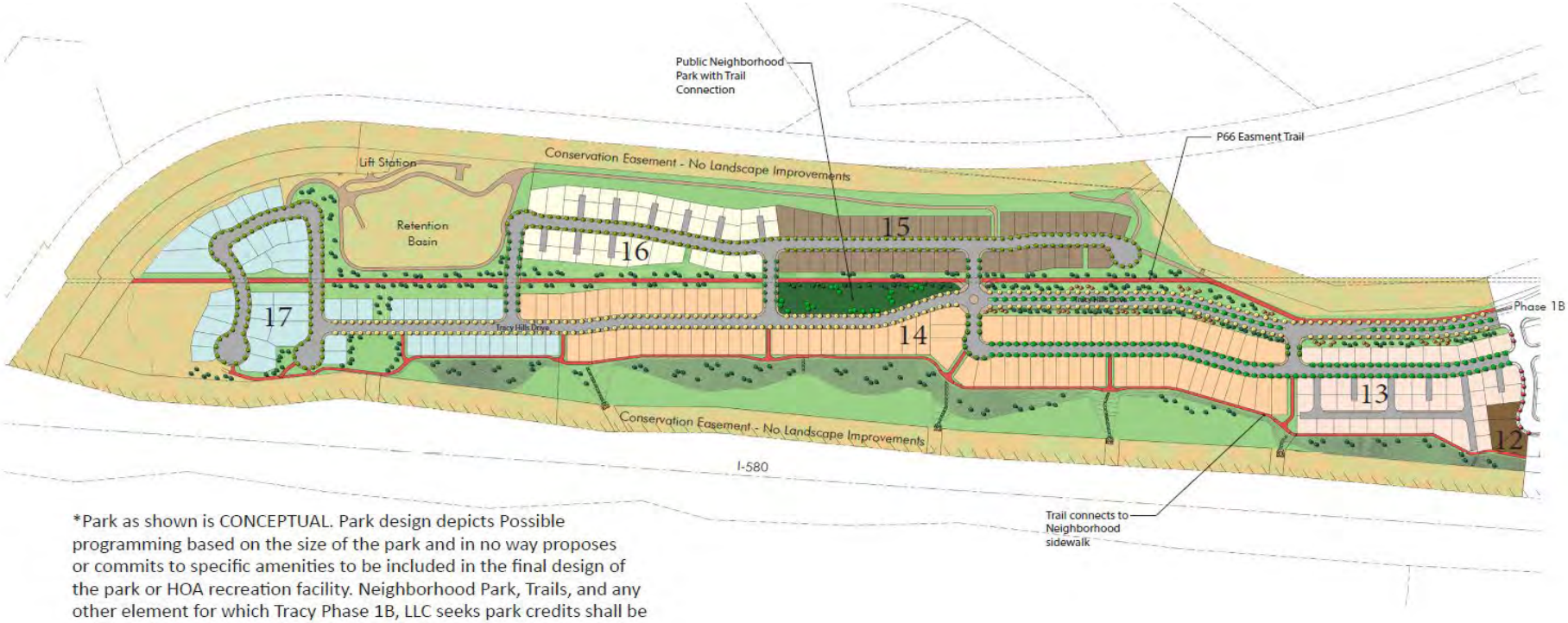
Tracy Hills Phase 1C Project

- The proposed Vesting Tentative Subdivision Map for Tracy Hills Phase 1C includes 289 single-family residential lots, one neighborhood park, five private park facilities and various other parcels maintained by the homeowner's association.
- The proposed density is approximately 6.45 dwelling units per gross acre, based on a Phase 1C area of approximately 121.5 acres.
- The Phase 1C subdivision design includes typical lot sizes ranging from 3,100 square feet to 4,500 square feet.
- The proposed Vesting Tentative Subdivision Map is consistent with the proposed amendments to the Tracy Hills Specific Plan.
- The proposed project is consistent for the vision and land use designations and densities for the property.
- The project is a continuation of the previous development to the east.

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Tracy Hills Phase 1C Project



*Park as shown is CONCEPTUAL. Park design depicts Possible programming based on the size of the park and in no way proposes or commits to specific amenities to be included in the final design of the park or HOA recreation facility. Neighborhood Park, Trails, and any other element for which Tracy Phase 1B, LLC seeks park credits shall be reviewed and approved by the Parks Commission.

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CEQA

An Environmental Impact Report (EIR) was certified by the City Council on April 5, 2016, for the Tracy Hills Specific Plan in accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines.

An Initial Study and EIR consistency analysis was prepared for Tracy Hills Phase 1B and Phase 1C to change the land use designations from non-residential to residential, which was approved by the City Council on November 10, 2020. No new significant environmental impacts were identified for the project.

The Tracy Hills Phase 1C project is consistent with the EIR for the Tracy Hills Specific Plan and therefore, pursuant to CEQA Guidelines Section 15162 and 15168(c)(2), no further environmental review is necessary.

Summary

The requested Specific Plan Amendment (SPA22-0001) and Vesting Tentative Subdivision Map (TSM22-0001) is consistent with and a continuation of the Tracy Hills development. The 1C project is the final vacant property south of I-580 and north of the California Aqueduct. This area is consistent with the development proposed by the Tracy Hills Specific Plan.

The project has been conditioned appropriately with previous conditions and environmental review.

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Recommendation

Staff and the Planning Commission recommend that the City Council take the following actions:

(1) Introduce an Ordinance approving an amendment to the Tracy Hills Specific Plan for the Phase 1C project and determining that pursuant to CEQA Guidelines Sections 15162 and 15168(c)(2), no further environmental review is necessary.

(2) Adopt a Resolution approving a Vesting Tentative Subdivision Map for the Tracy Hills Phase 1C project to create 289 single-family residential lots with associated homeowner's association parcels and public space areas and determining that pursuant to CEQA Guidelines Sections 15162 and 15168(c)(2), no further environmental review is necessary.

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September 2, 2025

Agenda Item 3.C

RECOMMENDATION

Staff recommends that the City Council receive the annual report by the Measure V Residents' Oversight Committee presenting its findings regarding the use of Measure V funds.

EXECUTIVE SUMMARY

The Measure V Residents' Oversight Committee (Committee) was created pursuant to Tracy Municipal Code (TMC) section 6.28.170. This section of the TMC was implemented by Ordinance 1223, which became effective when the Tracy electorate approved a one-half cent transactions and use tax measure for twenty years (Measure V) on November 8, 2016. The terms and duties of the Committee are established by resolution of the City Council, which the City Council did through adoption of Committee Bylaws through Resolution 2017-026. Section B of the Committee's Bylaws requires the Committee's findings to be presented annually in a written report to the City Council.

BACKGROUND AND LEGISLATIVE HISTORY

On July 19, 2016, the City Council adopted Resolution 2016-156, authorizing Measure V to be placed on the November 8, 2016, ballot. On August 16, 2016, the Council adopted Ordinance 1223 imposing a transaction and use tax to be administered by the State Board of Equalization if Measure V were approved. On November 8, 2016, Tracy residents approved Measure V with 63.67% of the vote. TMC section 6.28.170 provides that the Council shall establish a five member Residents' Oversight Committee no later than March 1, 2017, to review the expenditure of the revenue generated by, and expenses related to, the transactions and use tax.

On February 7, 2017, the City Council adopted Resolution 2017-026 approving the Bylaws of the Measure V Residents' Oversight Committee. The role of the Oversight Committee is to review the independent financial audit of the City that includes revenue raised by Measure V and other financial reports necessary to advise the City Council of its findings and make recommendations during the term of the Committee. The Committee will present an annual written report documenting its findings to the City Council in August of each year or when reasonably possible thereafter based upon availability of data needed for the annual written report.

The Oversight Committee Member position is a volunteer, non-paid position whose roles and responsibilities include the following:

- To serve in an advisory-only capacity to the City Council;
- To provide oversight of the revenues and expenses pertaining to the portion of the sales tax generated by Measure V;
- To review the annual independent financial audit of the City performed by an independent auditor on sections pertaining to the revenue and expenses related to the portion of the sales tax generated by Measure V;

- To review other City financial reports pertaining to the revenue generated by and expenses related to the portion of the sales tax generated by Measure V revenue and expenses;
- Providing Council with an annual written report;
- Additional reports to Council can be provided to Council at the committee and/or Council's discretion (all reports must be in writing and appropriately noticed pursuant to the Brown Act).

The Oversight Committee roles and responsibilities do not include the following:

- Oversight on Enterprise and other funds generated independent of Measure V;
- Decision-making on spending priorities;
- Reviewing Enterprise and, except to the extent necessary for the General Fund, other funds generated independently of Measure V.

The City Council retains final authority in decisions for all aspects of the sales tax revenue.

ANALYSIS

The Committee's last report was presented on August 20, 2024 that covered the period ending June 30, 2023. The Committee has elected to provide their annual update after the City has completed its annual audit so that the report aligns with fiscal years. The annual report will be provided as a PowerPoint Presentation, which is attached as Attachment A. The presentation will provide an update covering the last audited fiscal year ending June 30, 2024, with additional un-audited information for fiscal year ending June 30, 2025.

FISCAL IMPACT

Staff costs related to support of the Measure V Residents' Oversight Committee are included in the Finance Department General Fund budget.

STRATEGIC PLAN

This agenda item supports the City's Governance Strategic Priority, with Goal 1: Model Good Governance, Teamwork, and Transparency.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council receive the annual report as presented by the Measure V Resident Oversight Committee presenting its findings regarding the use of Measure V funds.

Prepared by: Felicia Galindo, Budget Officer

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

Approved by: Midori Lichtwardt, City Manager

Attachments:

- Attachment A - Measure V Oversight Committee Annual Report

Measure V Residents' Oversight Committee City Council Annual Report

September 02, 2025



Presentation Outline

- Measure V Residents' Committee
- Measure V Report Stakeholders
- Measure V Supported Projects
- Measure V Project Financial Pictures
  - Senior Center Renovation
  - Legacy Fields
  - Aquatic Center
  - Nature Park
  - Ritter Family Ballpark
  - Operations & Maintenance
- Sunsetting Measure V April 2037

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History

2016	City of Tracy enacted a 1/2¢ sales tax for 20 years, providing an estimated $7 million dollars annually, with citizens' oversight, and all funds spent locally."
2017	Project Priorities: Aquatic Center ($30m), Legacy Fields ($10m), Multi-Gen Rec Center ($40m), Library, and Ritter Family Ballpark.
2018	Allocated $4m for planning and design Multi-Gen, $1m design Aquatics Center, and $1.5m design for Legacy Fields
2019	Established a not-to-exceed budget of $55M in Measure V funds for the Aquatic Center.
2020	Funding allocations of $55m for the Aquatics Center, $40m for the Multi-Gen Center and $40m for operations and maintenance.
2021	Directed to establish a tax-exempt lease revenue bond for Legacy Fields ≤ $21m with a 15-year repayment term. Nature Park added to project priorities
2022	Additional commitments of $1m to the Nature Park design phase, and $3m to begin the feasibility and design study of Ritter Family Ball Park
2023	Nothing Reported
2024	Annual debt service payment of $3.1m for a $54m 30-year bound for Multi-Gen Center, El Pescadero Park improvements and related public improvements.
2025	Aquatic Center moves from Phase 1 Conceptual Design into Phase 2 Detailed Design

Measure V Residents' Oversight Committee Members



Rosario Arulappan
Committee Chair
Mar 2023 – Feb 2026



Pio Frenando
Committee Vice Chair
Mar 2023 – Feb 2026



Glen Tony Rock Maria Joseph
Committee Member
May 2024 – Feb 2026



Mohammad Ibrahimi
Committee Member
Mar 2025 – Feb 2028



Gerald Jeffs
Committee Member
Mar 2025 – Feb 2028

The Rules We Play By "Bylaws"

- Advisory-Only to City Council
- Oversight of Measure V Revenues and Expenses
- Review of Annual Independent Measure V Audit
- Review of City Measure V Financials

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Measure V Report Stakeholders

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City Management



Tracy City Council



Residents of Tracy



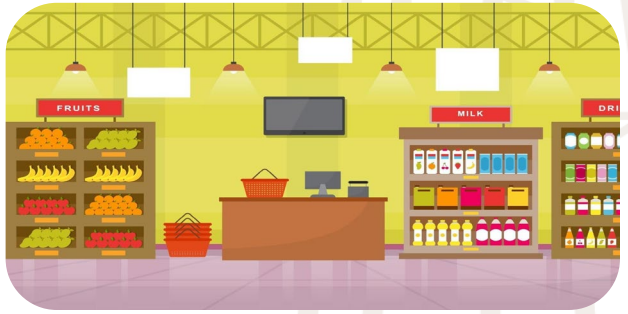
Tracy Parks & Rec Dept.



Annual Measure V Report



Tracy Finance Dept.



Businesses of Tracy

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Annual Independent Audit

Bylaws: To review the annual independent financial audit of the City performed by an independent auditor on sections pertaining to the revenue and expenses related to the portion of the sales tax generated by Measure V.

THE PUN GROUP
ACCOUNTANTS & ADVISORS

Validation that the City of Tracy follows Generally Accepted Accounting Principles

2016-2024 Annual Comprehensive Financial Reports

Measure V Sales Tax Revenues

The City receives tax proceeds from the Measure V one-half cent sales tax approved by Tracy voters in November 2016, commencing for a twenty year period beginning April 1, 2017. ***The amount of Measure V tax proceeds received and recorded during the fiscal year ending June 30, 2024 was $12,110,516***. Measure V is a general tax of the City and the revenues were deposited in the City's General Fund. Expenditures for a variety of City functions were made from the City's General Fund utilizing the Measure V and other revenue of the City.

Note: This is everything on Measure V within the independent audit.

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Lagacy Fields



Measure V Impact to 2037
Phase 1C: MAR 2018 = $ 3.7m
Phase 1D: JUL 2018 = $ 6.4m
Land Purchase 2020 = $ 0.9m
Phase 1E: NOV 2021 = $24.0m
Operating Budget =Unknown
Total Measure V ≈ $34m

Senior Center



Measure V Impact to 2037
Renovation: JUL 2018 ≈ $950k
Operating Budget = Unknown

Total Measure V ≈ $950k

Multi-Gen Rec Center



Measure V Impact to 2037
Debt Service(12yrs) = $ 37m
Measure V Funds = $ 4m
Operating Budget ≈ $22m

Total Measure V ≈ $63m

Ritter Family Ballpark



Measure V Impact to 2037
Original V Budget = $3m
Operating Budget = Unknown
Total Measure V ≈ Unknown

Aquatic Center



Measure V Impact to 2037
Design Phase = $5.67m
Phase 1 Build = $49.3m
Future Builds = Unknown
Operating Budget ≈ $21m
Total Measure V ≈ $76m

Nature Park

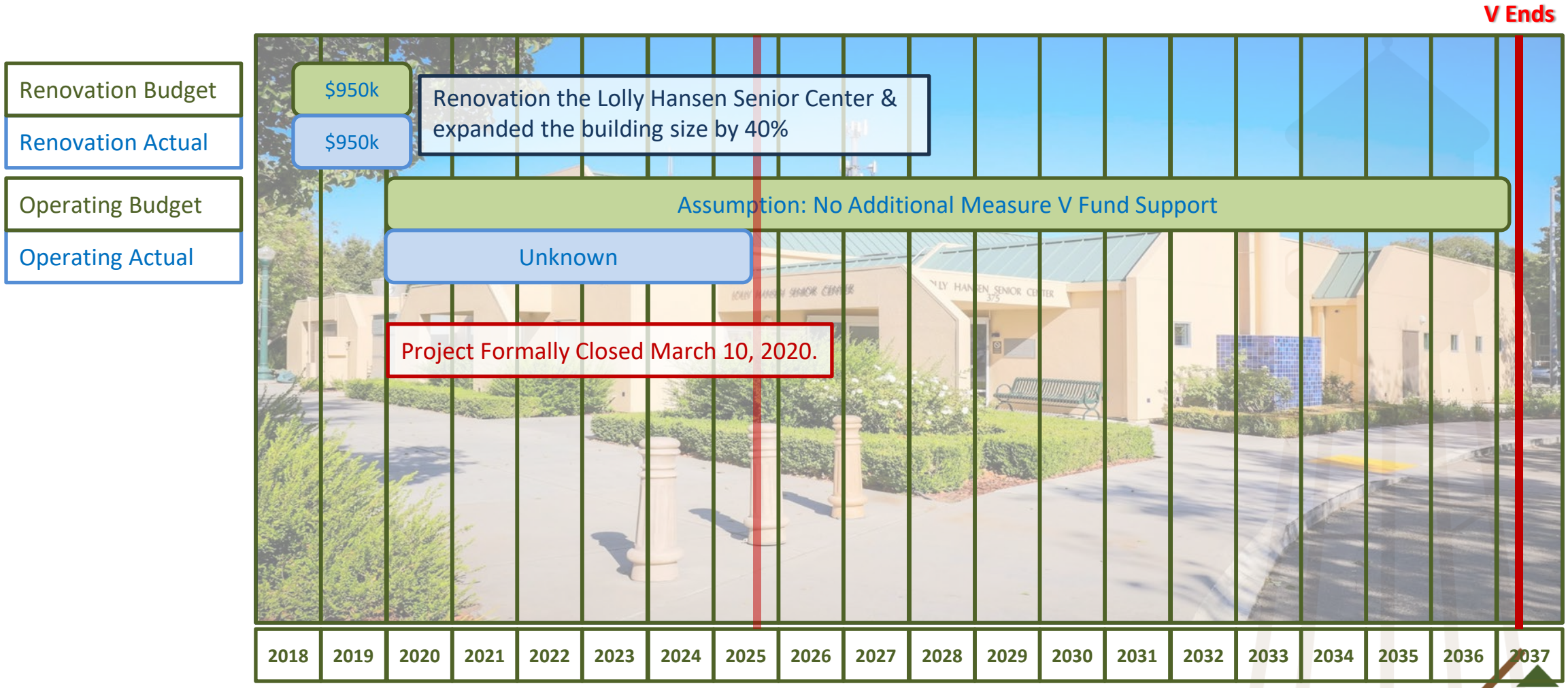


Measure V Impact to 2037
Planned Funding = $8m
Operating Budget = Unknown
Total Measure V ≈ $8m

$40,000,000 Allocated to Operations & Maintenance
$500k Allocated to Small Business Relief Fund

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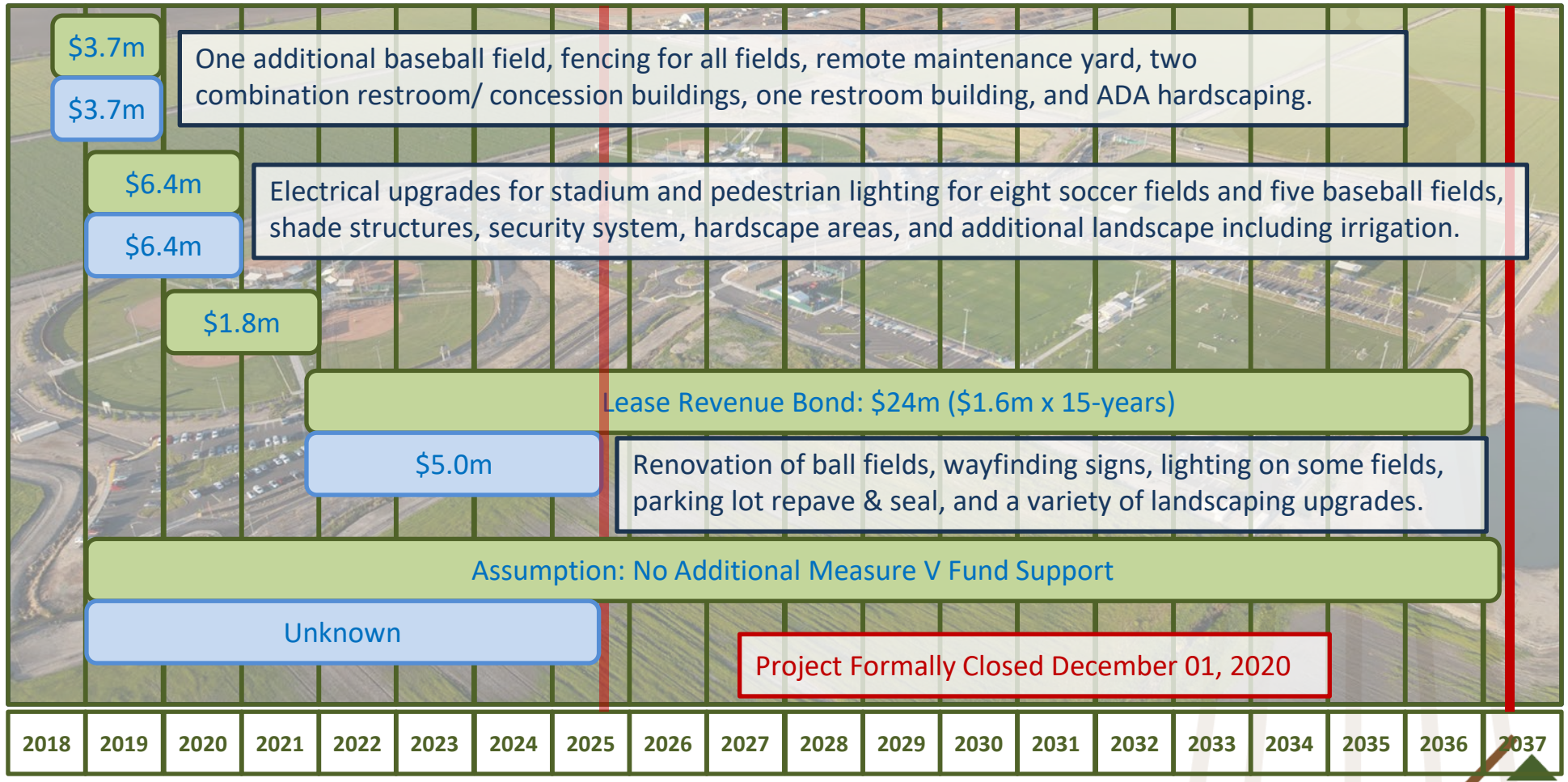
Senior Center Measure V Funds



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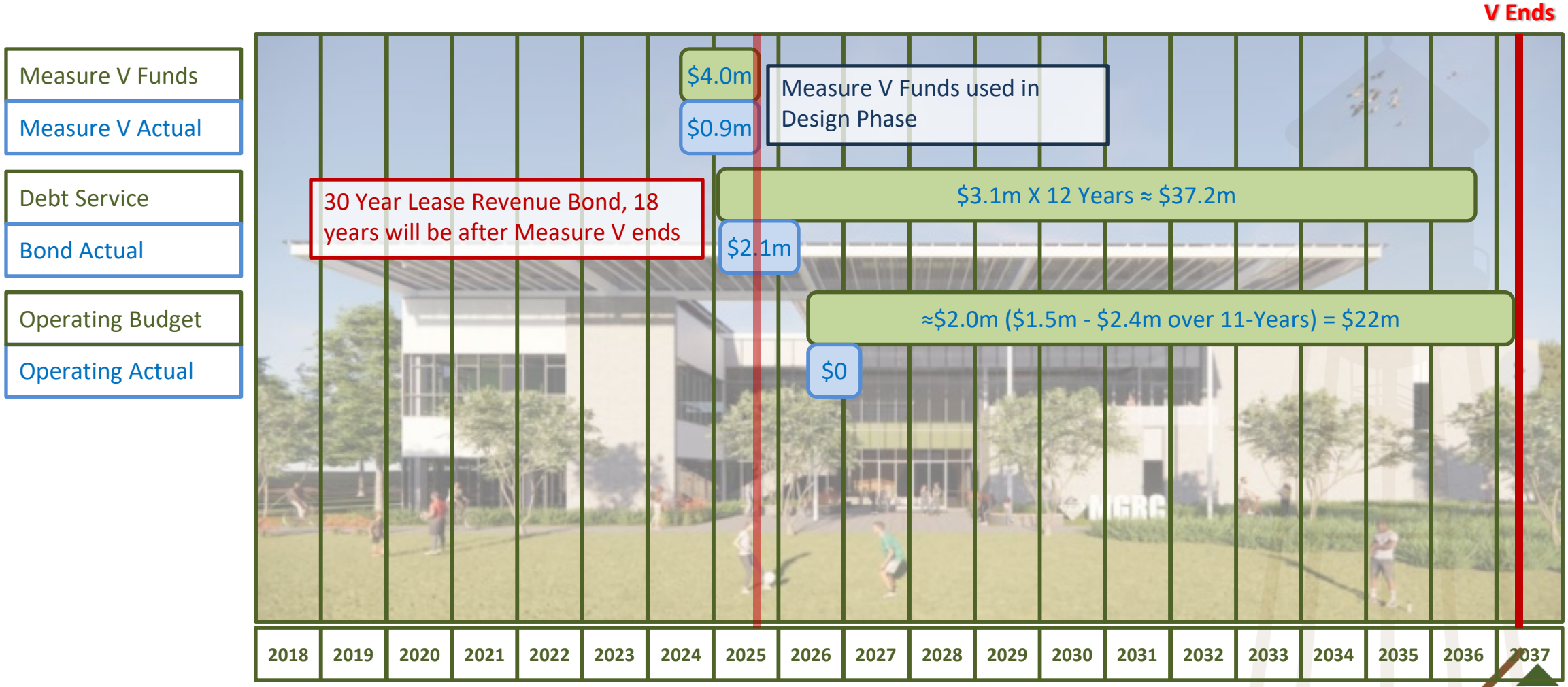
Legacy Fields Measure V Funds



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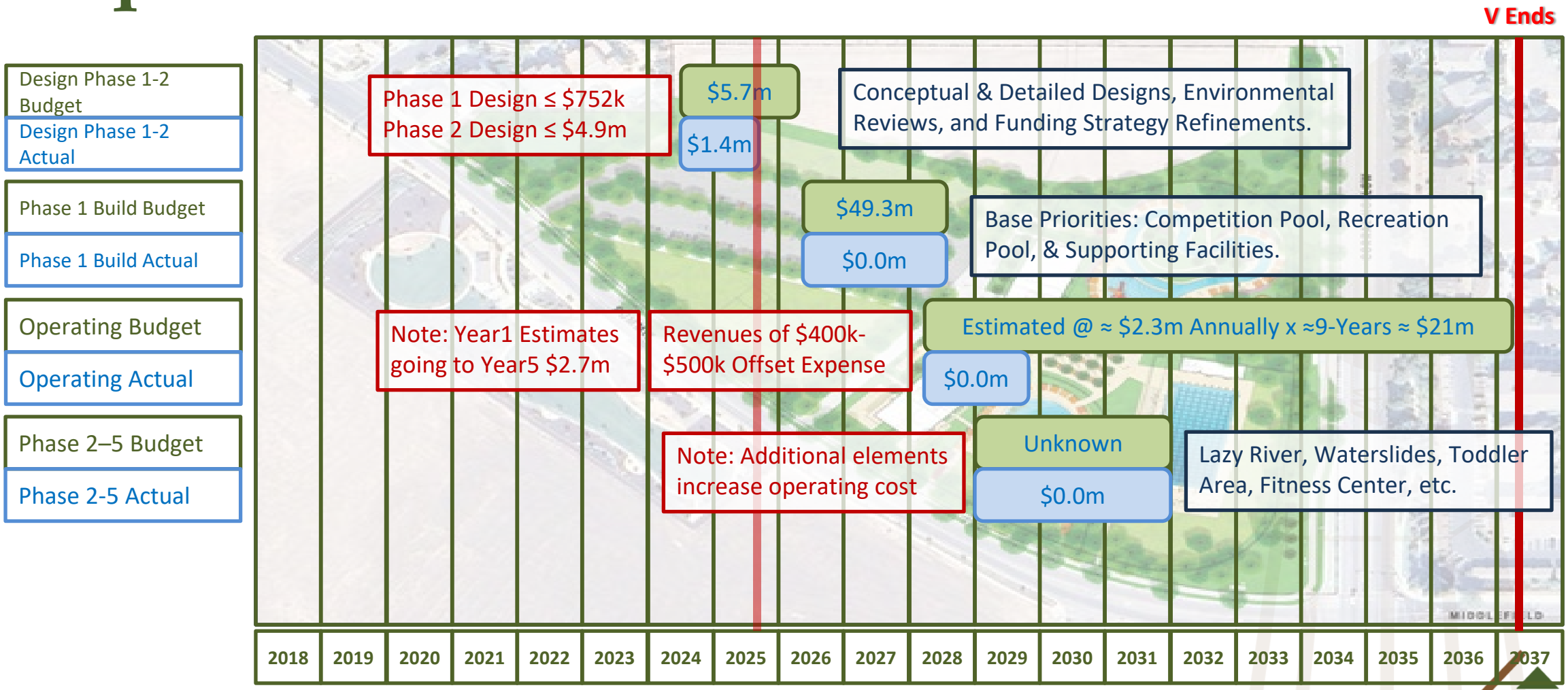
Multi-Gen Rec Center Measure V Funds



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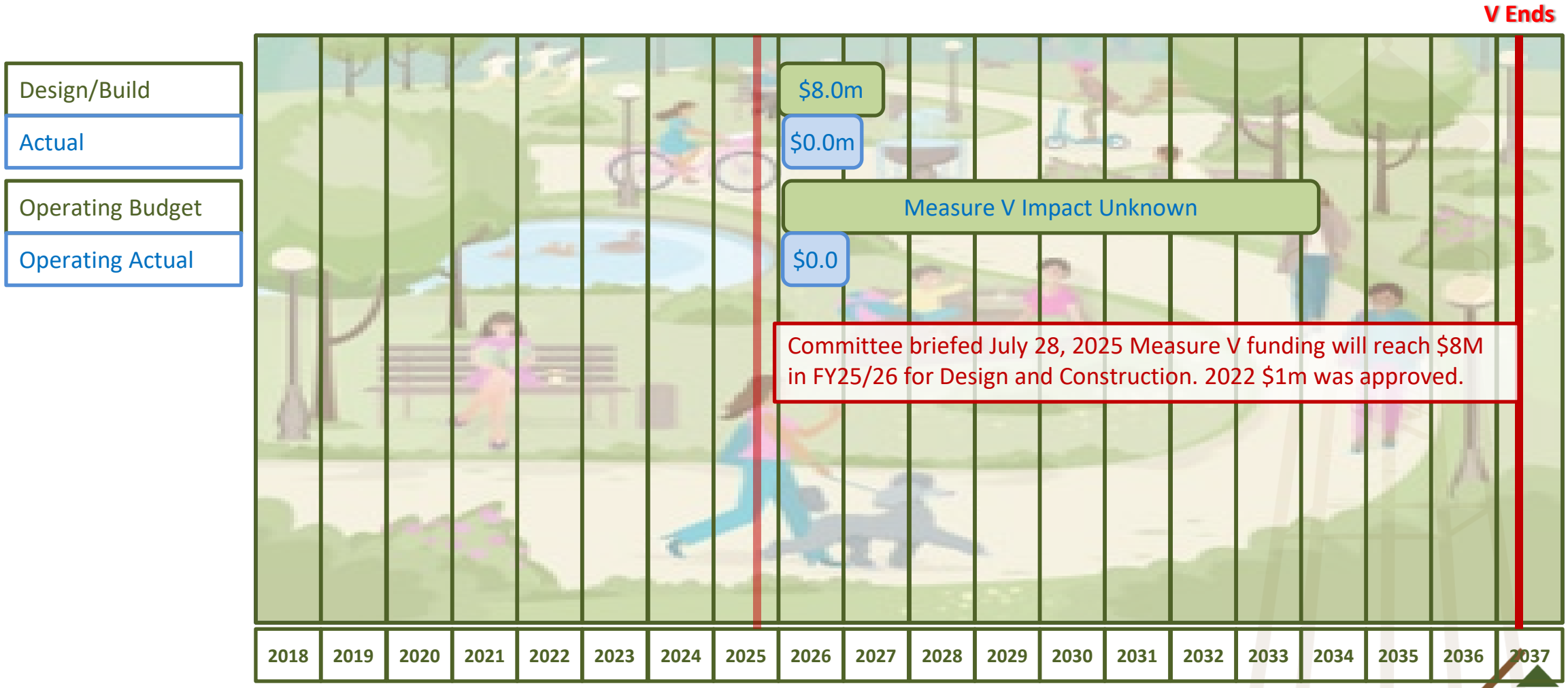
Aquatic Center Measure V Funds



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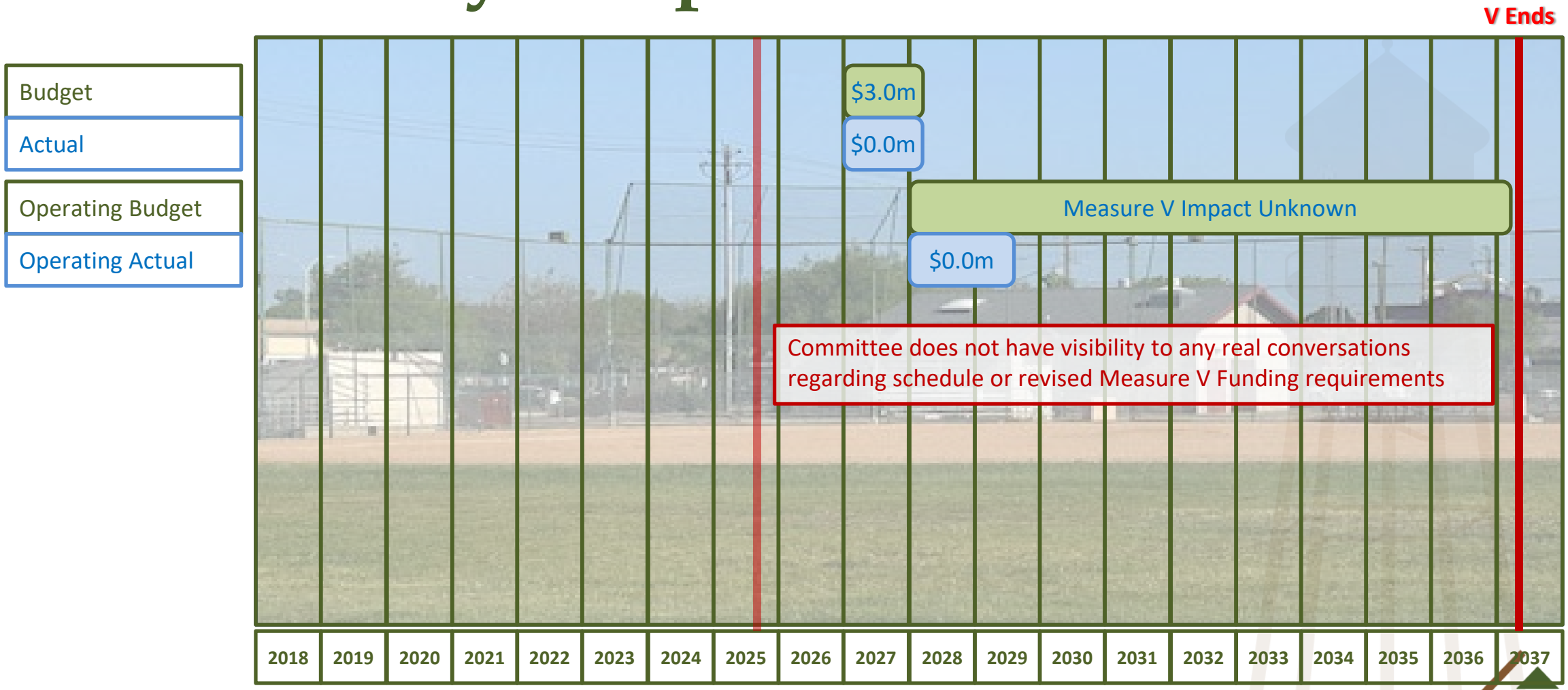
Nature Park Measure V Funds



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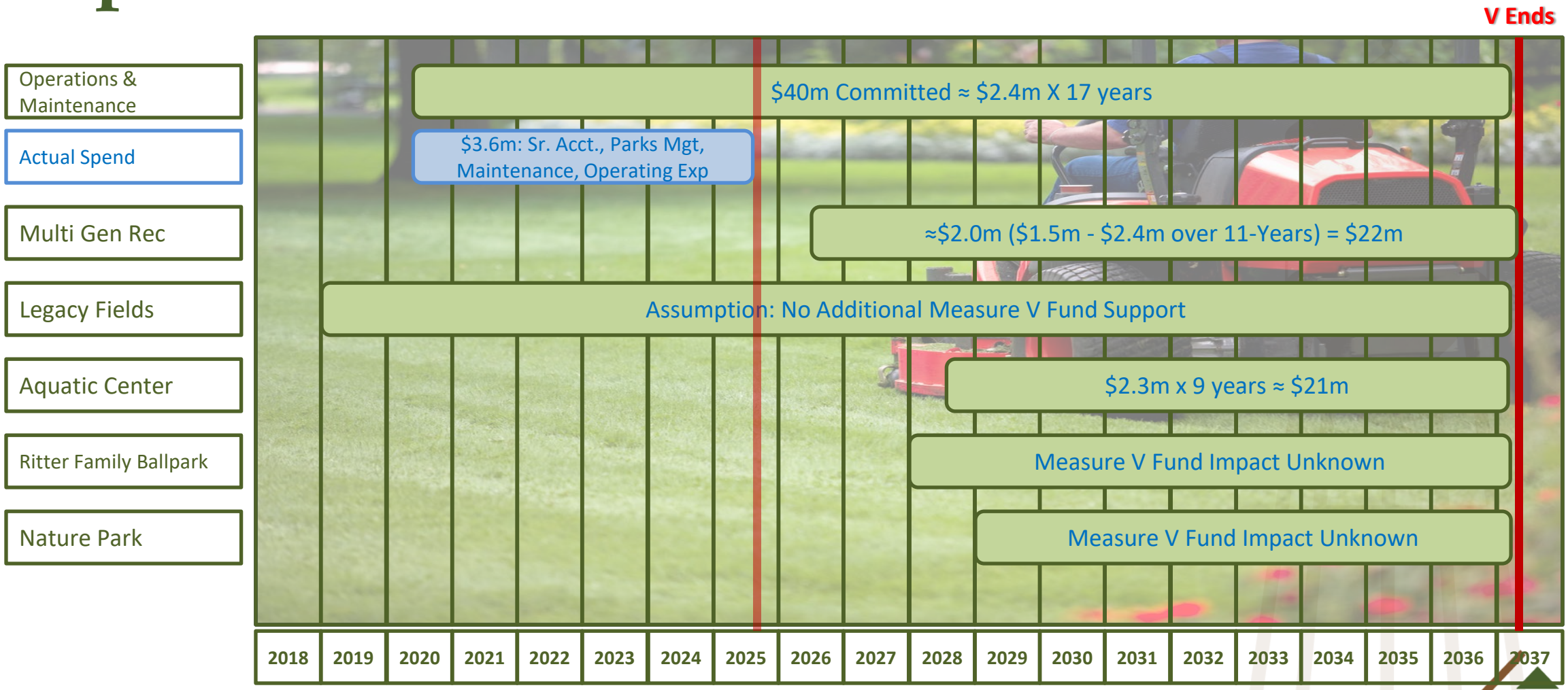
Ritter Family Ballpark Measure V Funds



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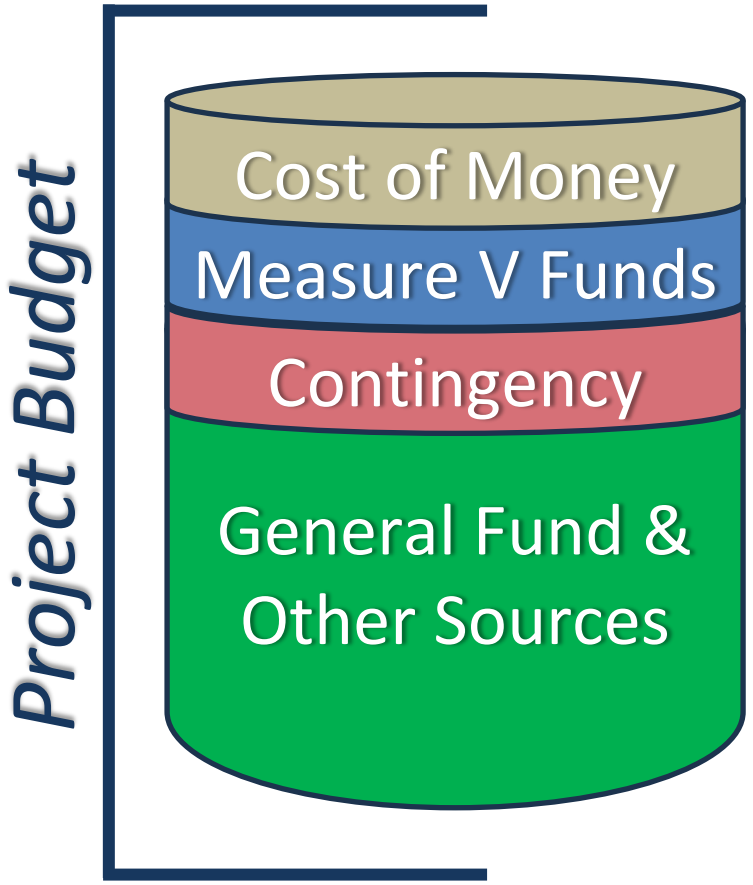
Operations & Maintenance



Note: Unclear how the $40m supports the individual projects, we must assume this is a total of $83m by April 2037

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Why Project Performance Matters



Measure V Funds Impact

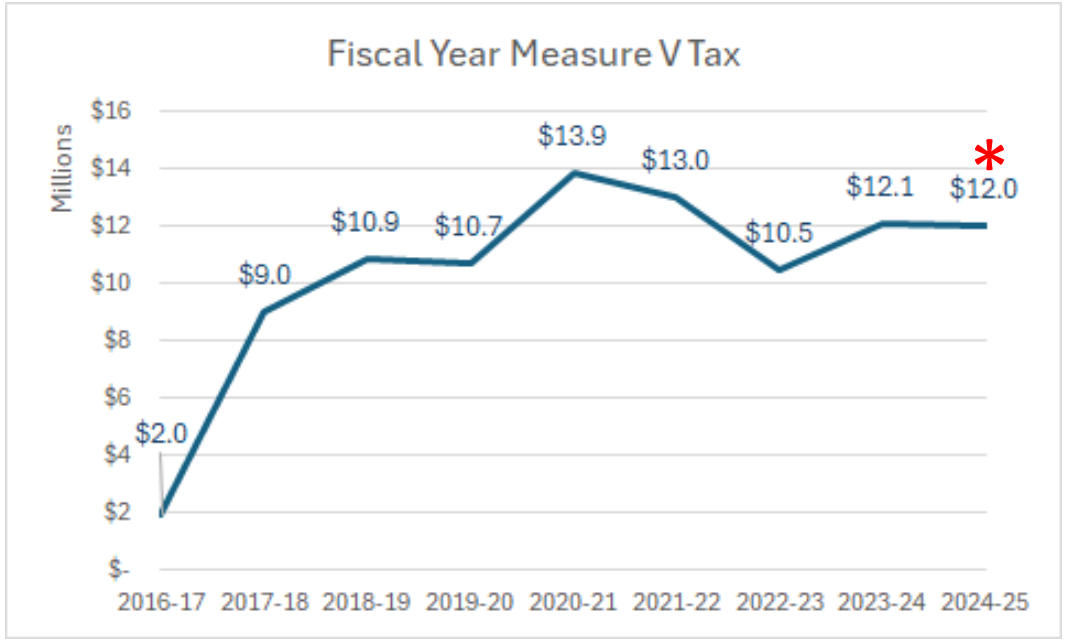
- Phase(s) of a Project with “V” Committed
- Fixed Cost Phases(s) “V” Funds are Known
- Variable Cost “V” is Dependent on Cost Performance of the Phase(s)
- Cost of Money “V” is Dependent on Total Project Cost & Schedule Performance
- Project Phase(s)with “V” Commitments need Cost Performance Level of Detail

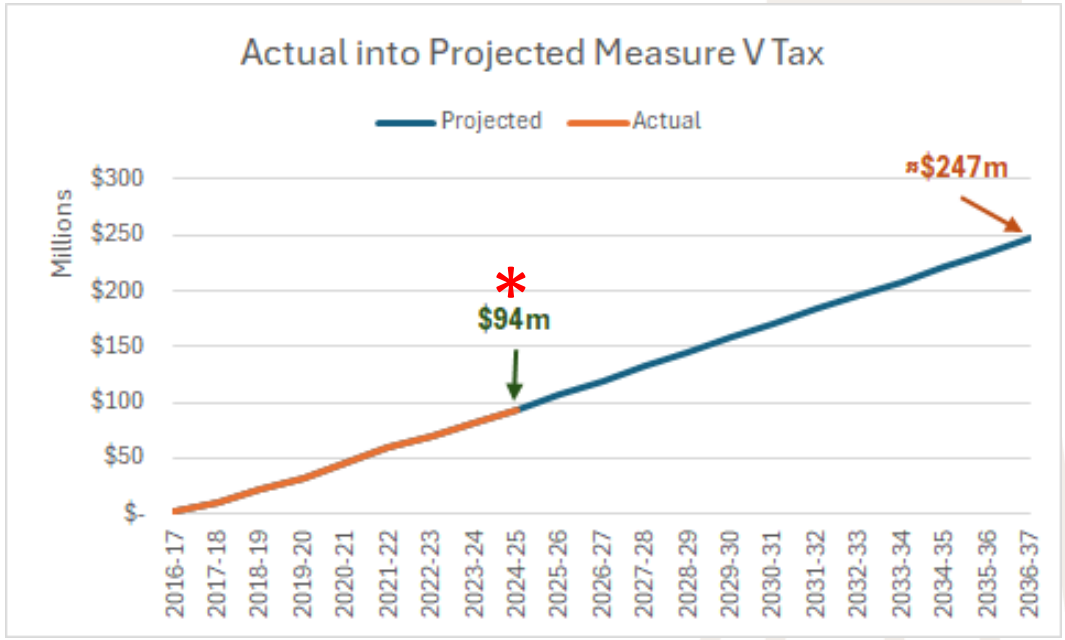
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Measure V Revenue Past & Projected

Fiscal Years July through June 2016 - 2037																		
16-17	17-18	18-19	19-20	20-21	21-22	22-23	23-24	24-25	25-26	26-27	27-28	28-29	30-31	31-32	33-34	34-35	35-36	36-37
Reported in Annual City Financial Reports from FY 2016-2025									Projected by City Finance in 15APR2025 City Council Measure V Update Report									
$1.95m	$9.0m	$10.9m	$10.7m	$13.8m	$13.0m	$10.5m	$12.1m	$12.0m	$12.8m	$12.8m	$12.8m	$12.8m	$12.8m	$12.8m	$12.8m	$12.8m	$12.8m	$12.8m





* 2024-2025 Revenue is not Final

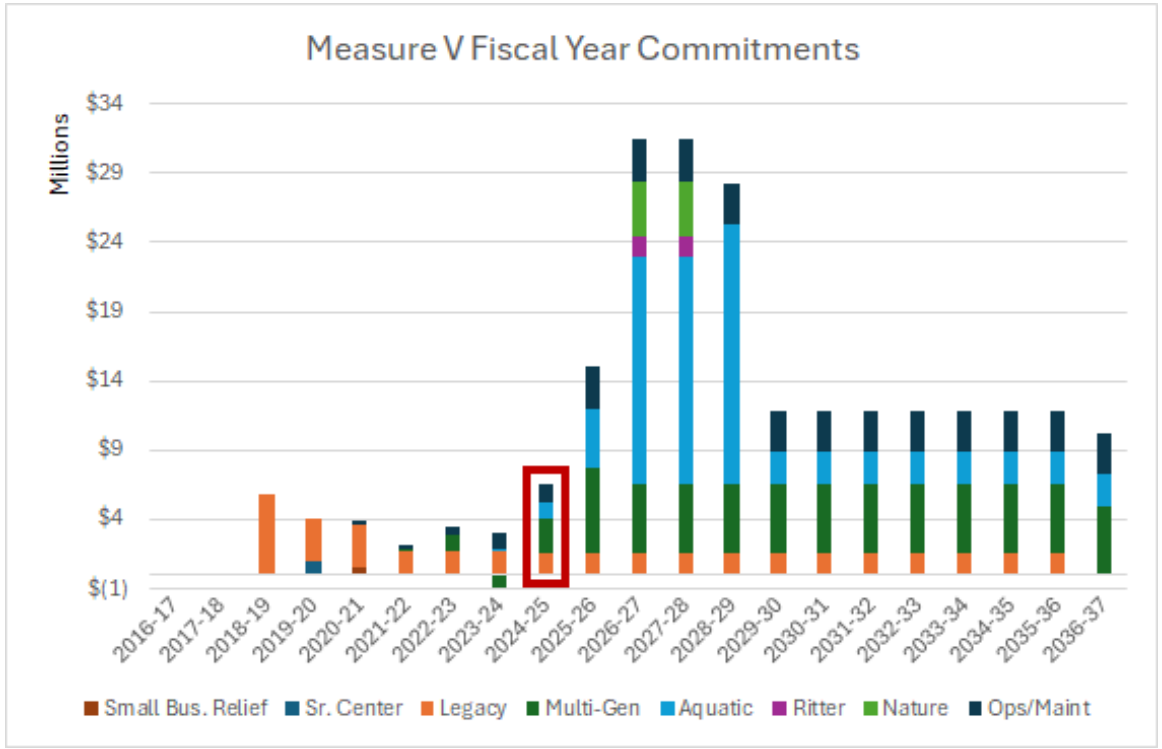
Note: Projected numbers are close, not 100%.

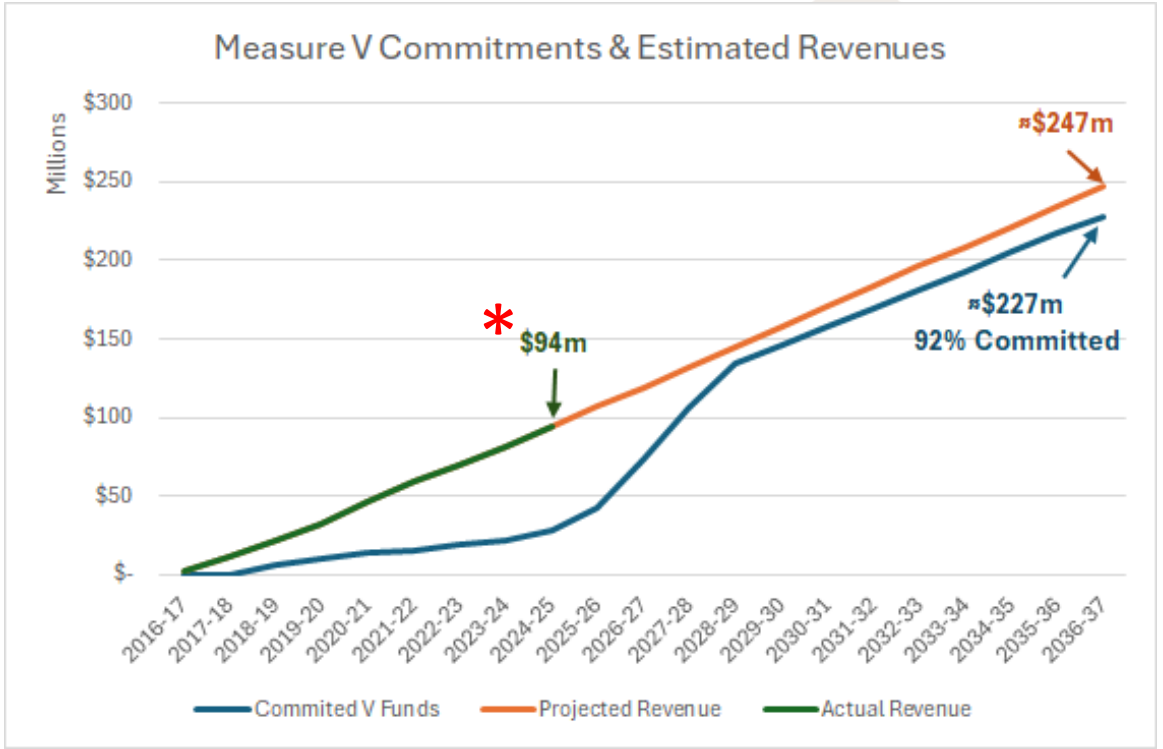
The April 15, 2025, report only provided figures for 2025 and 2037

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Commitments vs. Estimated Revenue



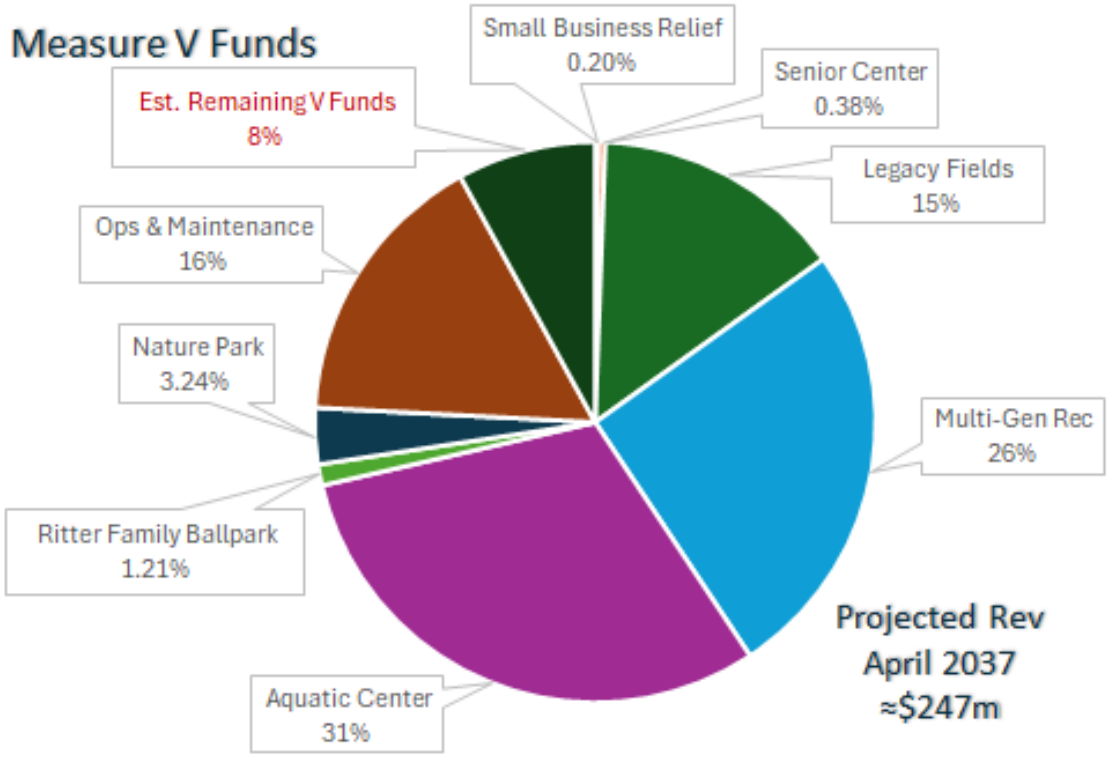


* 2024-2025 Revenue not Final

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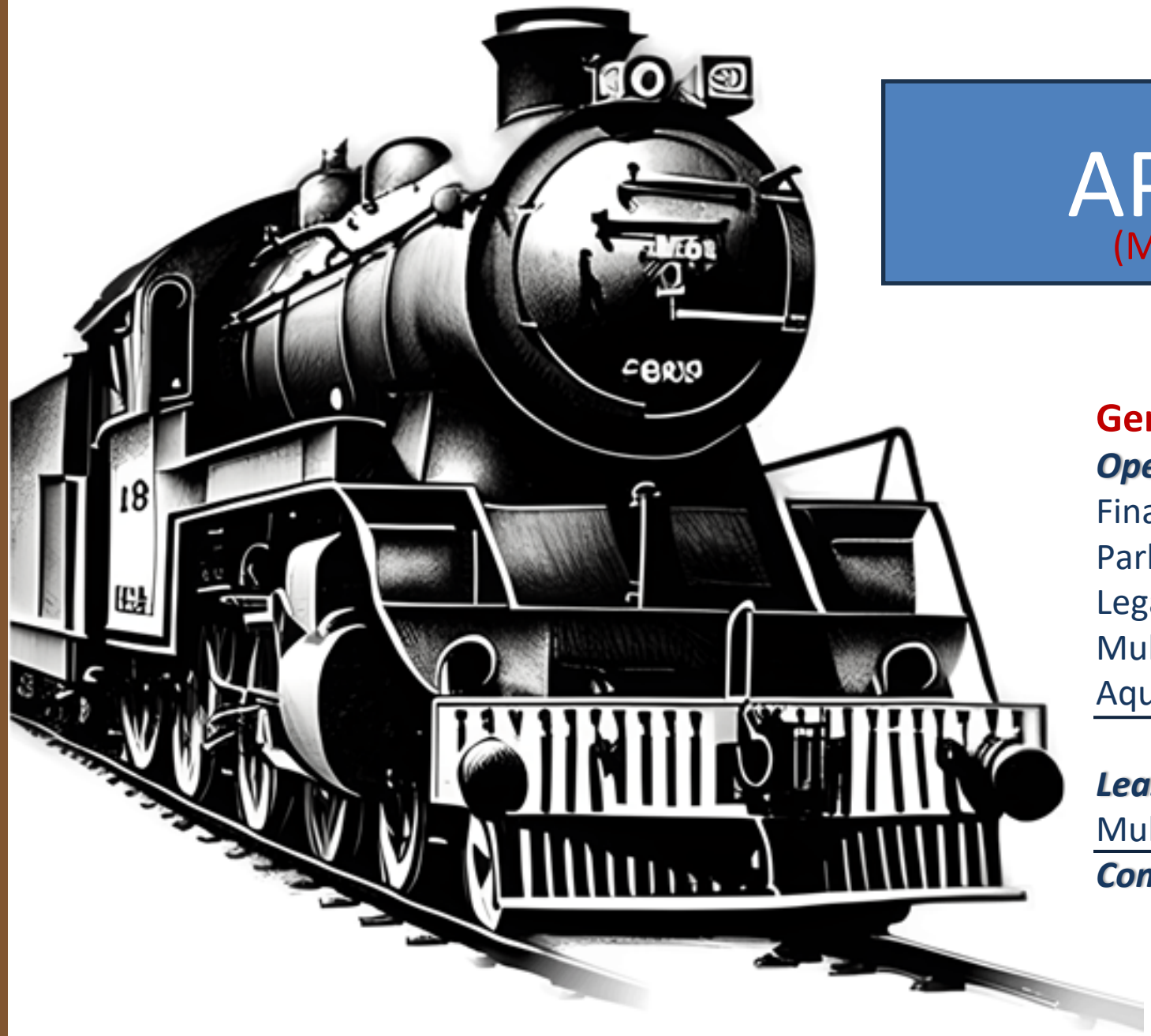
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One More Breakdown



Breakdown	V Funds	Commitments
Projected V Funds 2037	***$ 247,133,906***	
Small Business Relief		$ 500,000
Senior Center		$ 950,000
Legacy Fields		$ 35,895,658
Multi-Gen Rec		$ 63,200,000
Aquatic Center		$ 75,854,170
Ritter Family Ballpark		$ 3,000,000
Nature Park		$ 8,000,000
Ops & Maintenance		$ 40,000,000
Committed V Funds	$ -	$ 227,399,828
Est. Remaining V Funds	***$ 19,734,078***	

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APRIL 2037
(Measure V Sunsets)

General Fund Annual Allocations

Operations & Maintenance for Amenities

Finance	$ 116,775
Parks & Rec	$ 662,455
Legacy Fields Operations	$ 1,355,789
Multi-Gen Rec Center	$ 2,434,100
Aquatic Center	$ 2,846,370
	$ 7,415,489

Lease Revenue Bond

Multi-Gen Rev Bond (18 Years)	$ 3,129,888
Combine Annual Est.	***$10,545,377***

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Discussion

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September 2, 2025

Agenda Item 3.D

RECOMMENDATION

Staff recommends that City Council receive a presentation on the Tracy General Plan and provide direction to proceed with a comprehensive update of the General Plan.

EXECUTIVE SUMMARY

This agenda item provides an overview of general plans and seeks direction for the initiation of a comprehensive update to the Tracy General Plan.

BACKGROUND AND LEGISLATIVE HISTORY

California Government Code Section 6300 states "Each planning agency shall prepare and the legislative body of each county and city shall adopt a comprehensive, long-term general plan for the physical development of the county or city, and of any land outside its boundaries which in the planning agency's judgment bear relation to its planning."

The current Tracy General Plan was initially adopted by City Council on July 20, 2006. Adoption of the ordinance was complicated by changing policies at the San Joaquin County Local Agency Formation Commission (LAFCo), which called for smaller planning windows and a reduced Sphere of Influence (SOI). As a result, the adopted General Plan was amended to reflect the reduced SOI. The current Tracy General Plan was adopted on February 1, 2011.

ANALYSIS

General Plans

Under State law, cities are required to develop and adopt a general plan, which is a comprehensive planning document that guides the physical development of a city. The Plan must be internally consistent and should accommodate local conditions and circumstances. While cities have broad discretion over the policies contained within a general plan, each plan must include, at minimum, the following elements:

- Land Use element
- Circulation element
- Housing element
- Conservation element
- Open Space element
- Noise element
- Safety element
- Environmental Justice element
- Air Quality

These elements may either be conveyed as separate chapters in the overall general plan, or the elements may be combined into related chapters. For example, some cities merge the Land Use and Circulation elements to provide stronger policy connections between the two related subjects. A city may also include additional concepts, elements, or chapters to address other planning subjects.

In addition, the Governor's Office of Land Use and Climate Innovation (LCI), formerly the Office of Planning and Research, provides guidelines for the interpretation of State law in the preparation of general plans. While the LCI does not have approval or certification authority for

the general plan, Annual Progress Reports are required to demonstrate ongoing compliance with an adopted general plan.

Planning Timeframe

The current general plan has a timeframe of twenty years, beginning in 2006 and ending in 2026. These timeframes are for planning purposes and the plan will not expire or lose applicability. Should Council decide to proceed, an important early decision will be the timeframe for the general plan update. Staff's early recommendation is that any forthcoming update use a timeframe through 2050, which is approximately 20-25 years depending on adoption date.

Sphere of Influence

A foundational part of the general plan is the Sphere of Influence (SOI), which is administered by the San Joaquin County Local Agency Formation Commission (LAFCo). An SOI is defined by State law as "a plan for the probable physical boundaries and service area of a local agency, as determined by the [LAFCo] commission." The SOI defines the area to be considered within the general plan and includes the City's current boundaries and areas designated for future growth, conservation, and/or annexation. A copy of the City's current SOI is available in the links below.

A primary goal of any forthcoming general plan update should be the early creation of an efficient, realistic, and productive SOI. Current SOI boundaries, particularly in southwestern Tracy, complicate the delivery of essential infrastructure, including water, sewer, storm drainage and roadways because the City cannot readily forecast or plan for development in areas beyond the SOI. These boundaries also limit the City's ability to plan or directly influence development in these unincorporated pockets.

Relation to Housing Element

The recently adopted Housing Element would be integrated into a general plan update, forming the foundation for additional land use, circulation and housing policies. Staff does not anticipate updating the Housing Element as part of this effort because the Housing Element uses its own update schedule, or cycle, which requires updates every 7 years.

State Law

Since adoption of the current general plan, new State laws have changed the requirements and areas of consideration for general plans. For example, general plans must now consider environmental justice and air quality in unique ways. Another recent change requires further identification of truck routes through a city. Though some changes have been made or will be as part of the recent Housing Element adoption, others may be required. An updated general plan will afford this opportunity.

Update Process

A comprehensive update to the general plan is a major undertaking and requires extensive public outreach, coordination with affected agencies, environmental review, and continued budget support. Though efforts can be made to streamline the process, it is common for an update to take three to five years, or more. A particularly controversial topic or engaged citizenry may warrant additional workshops and outreach.

In addition, the update will require extensive use of planning, engineering and environmental consultants. Though characterized as an update, the process essentially requires the creation

of a new document. Should City Council provide direction to proceed with a general plan update, staff will return with a comprehensive schedule and budget request to initiate the process. It is not uncommon for the cost of a general plan update to exceed $1 million.

Committees and Outreach

Most general plan updates involve the creation of an ad hoc committee to guide and inform the ongoing policy discussions and to ensure continued consensus as the plan proceeds through development. While there are multiple models, a typical General Plan Advisory Committee (GPAC) includes representatives from existing City committees or commissions and, in some cases, the City Council.

In addition, a general plan update would be supported by a General Plan Technical Advisory Committee (GPTAC) composed of city staff from various departments and representatives of affected agencies, such as the South San Joaquin County Fire Authority (SSJCFA). The purpose of the GPTAC is to provide the technical analysis to guide informed decision-making.

Finally, the entire general plan update process is required to be open for public participation. Extensive efforts will be made to host workshops, public meetings, and educational forums to engage all interested parties in the process and encourage contribution to the plan. This engagement is typically hosted by the Planning Commission and would be supported by a dedicated and robust outreach effort.

Additional Resources

The following links provide additional supportive information:

- City of Tracy General Plan: https://www.cityoftracy.org/our-city/about-us/general-plan
- Governor's Office of Land Use and Climate Innovation, General Plan Guidelines: https://lci.ca.gov/planning/general-plan/guidelines.html
- San Joaquin LAFCo: https://www.sjlafco.org/
- City of Tracy SOI Map: https://www.sjlafco.org/files/5e1df2dcb/Tracy_Sphere_2023.pdf

CEQA DETERMINATION

The proposed action is not a project within the meaning of section 15378 of the CEQA Guidelines because it has no potential for resulting in physical change in the environment, either directly or ultimately. If a General Plan Update were drafted and proposed, it would be accompanied by an Environmental Impact Report (EIR).

FISCAL IMPACT

The proposed action does not commit any financial resources. Any budget requests will be presented for future consideration by the City Council.

STRATEGIC PRIORITY

The proposed action supports the following Strategic Priorities:

- Governance 1) Model good governance, teamwork, and transparency.
- Quality of Life 1) Advance green and roadway infrastructure project that improve connectivity, reduce climate impacts, and improve the appearance of the City.
- Quality of Life 4) Increase local affordable housing supply.

- Economic Development Goal 5) Develop policies to target innovation industry jobs.
- Public Safety 4) Expand public safety facilities to reflect population growth and community demand.

ACTION REQUESTED OF THE CITY COUNCIL

Staff is requesting direction from the City Council to initiate a comprehensive update to the Tracy General Plan. In addition, staff is requesting any further direction about the broad goals or requests for the forthcoming update process. With such direction, staff will return with a comprehensive schedule, budget and plan for the update process.

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

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

Approved by: Midori Lichtwardt, City Manager

General Plan Update
Overview and Direction

City Council

September 2, 2025

California State Law

"Each planning agency shall prepare and the legislative body of each county and city shall adopt a comprehensive, long-term general plan for the physical development of the county or city, and of any land outside its boundaries which in the planning agency's judgment bear relation to its planning." – California Government Code Section 6300

TRACY

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Required Elements

- Land Use
- Circulation
- Housing
- Conservation
- Open Space
- Noise
- Safety
- Environmental Justice
- Air Quality

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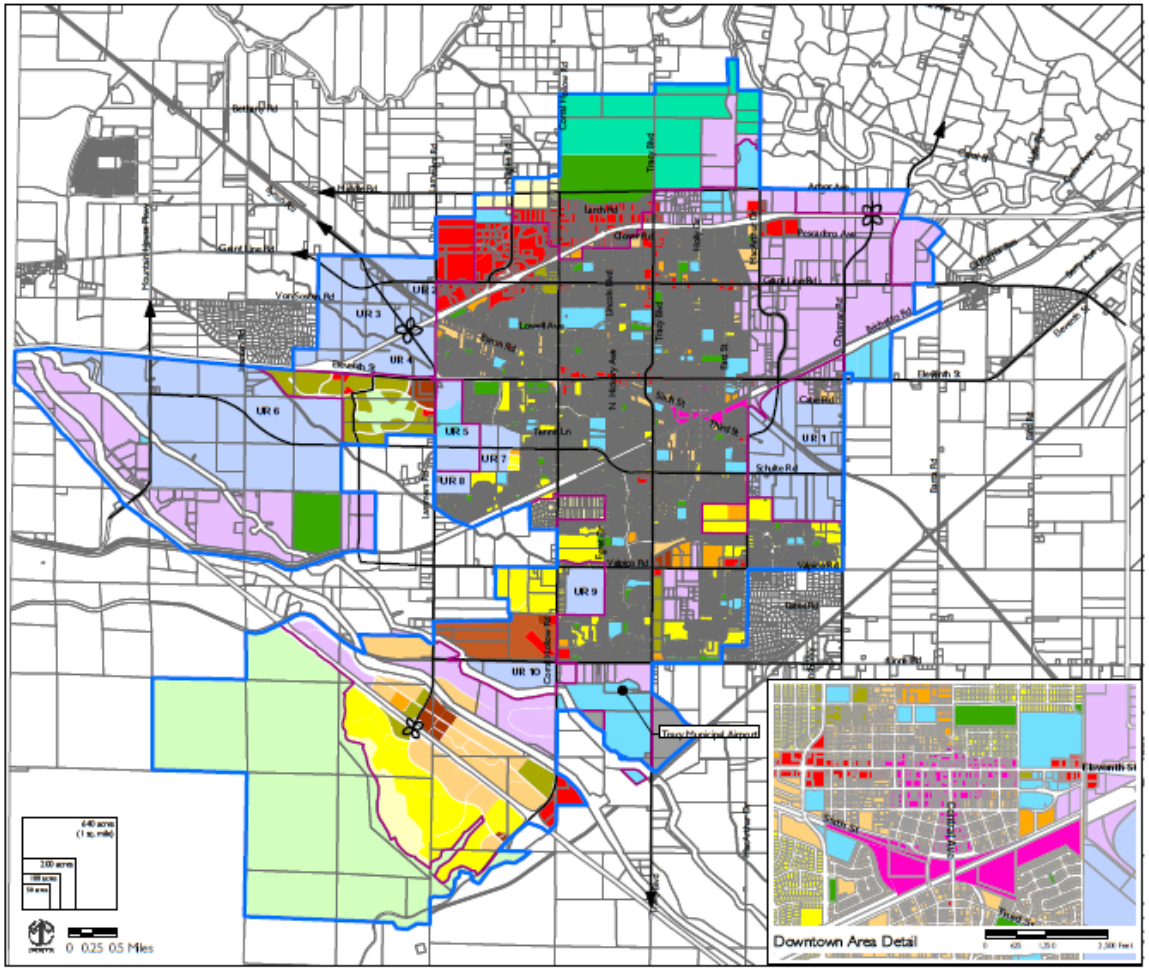
City of Tracy General Plan

- Adopted in 2006/2011
- Amended in response to:
  - State law
  - Development Projects
  - New Specific Plans
- Planning Timeframe: (2006-2026)

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City of Tracy General Plan



TRACY

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Governor's Office of Land Use and Climate Innovation (LCI)

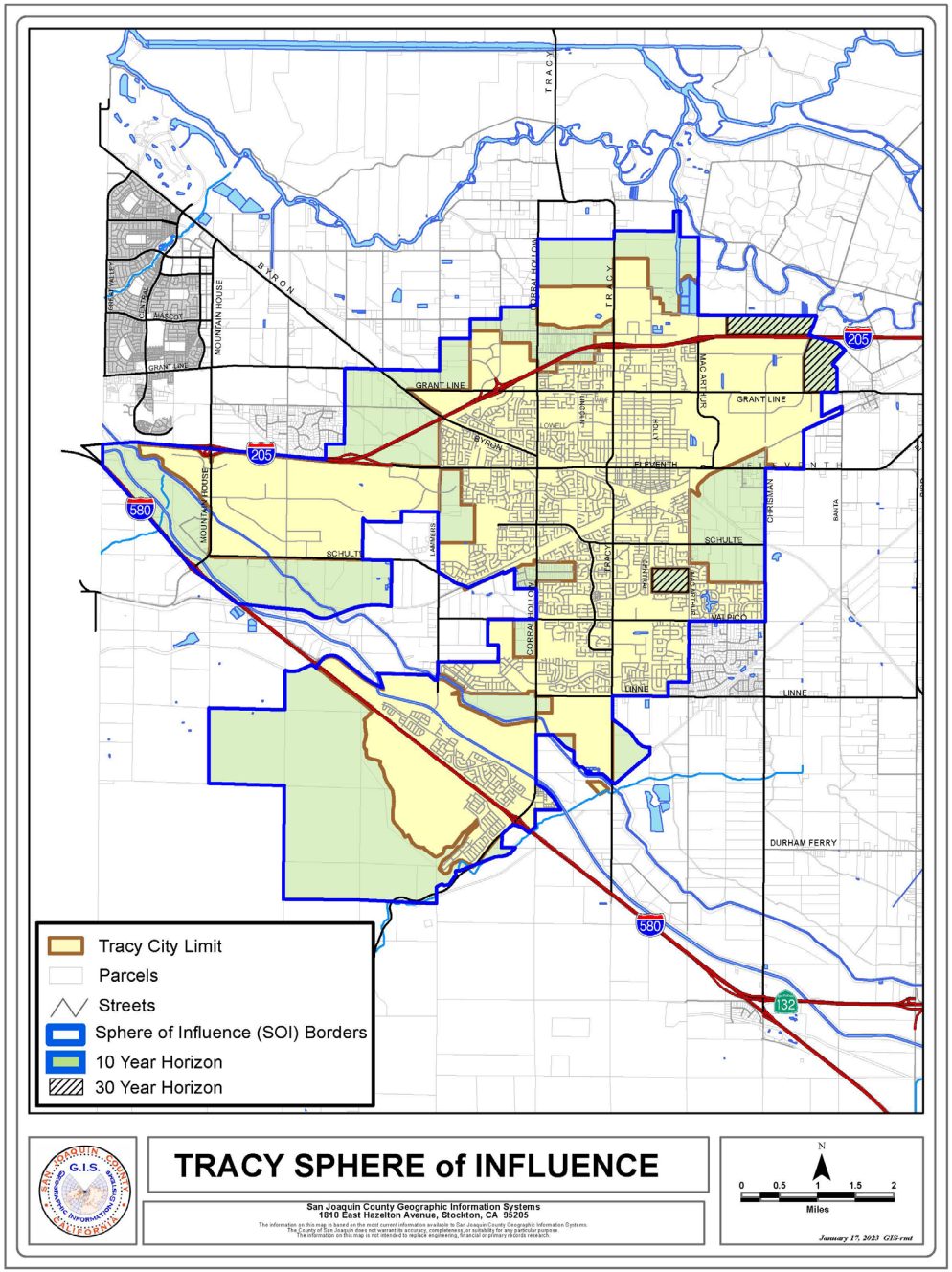
- Formerly the Office of Planning and Research
- Publishes General Plan guidelines
  - https://lci.ca.gov/planning/general-plan/guidelines.html
- Receives Annual Progress Reports

Sphere of Influence

- "[A] plan for the probable physical boundaries and service area of a local agency, as determined by the commission [LAFCO] ". CGC 56076
- San Joaquin County Local Agency Formation Commission (LAFCO)

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Sphere of Influence



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Relation to Housing Element

- Housing Element was adopted by City on July 1, 2025
  - Not yet certified, rezoning needs to occur
  - Proceeding under separate effort
- Housing Element will be a foundation for General Plan Update

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New State Laws

- Environmental Justice
- Air Quality/Climate
- Truck Routes

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Update Process

- 3 to 5 years is typical
- Based on controversy and engagement
- Public outreach is essential
- Managed by City Staff – Planning Division of Community & Economic Development Department
- Consultant Teams

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Update Process

If Council provides direction to proceed, staff will...

1. Return with comprehensive schedule and budget

2. Request direction on preferences

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Committees and Outreach

- General Plan Advisory Committee (GPAC)
  - Ad Hoc Committee composed of…
    - Planning Commission
    - Parks and Community Services Commission
    - Environmental Sustainability Commission
    - City Council (?)

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Committees and Outreach

- General Plan Technical Advisory Committee (GPTAC)
  - City of Tracy Staff
    - Planning, Economic Development, Engineering,
    - Finance, Public Works, Parks, Recreation and Community Services
  - South San Joaquin County Fire Authority
  - Affected Agencies

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Committees and Outreach

- Public Engagement
  - Part of Scope of Project
- Workshops, Public Meetings, Educational Forums
- All interested parties
- Hosted by Planning Commission

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Additional Resources

The following links provide additional supportive information:

- City of Tracy General Plan:
  - https://www.cityoftracy.org/our-city/about-us/general-plan
- Governor's Office of Land Use and Climate Innovation, General Plan Guidelines:
  - https://lci.ca.gov/planning/general-plan/guidelines.html
- San Joaquin LAFCO:
  - https://www.sjlafco.org/
- City of Tracy SOI Map:
  - https://www.sjlafco.org/files/5e1df2dcb/Tracy_Sphere_2023.pdf

Requested Direction

Staff requests the following from the City Council:

1. Direction to initiate a comprehensive update to the Tracy General Plan; and

2. Broad goals or requests for forthcoming process.

TRACY
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September 2, 2025

Agenda Item 3.E

RECOMMENDATION: COUNCIL REQUESTED

Discuss and consider whether the City Council would like to form an Ad-Hoc Sustainability Committee and consider the appointment of two (2) City Council members to form the committee.

EXECUTIVE SUMMARY

On June 3, 2025, during Council items, Council Member Nygard, seconded by Mayor Arriola, requested a discussion item for consideration of the formation of a two (2) member council-led Ad-Hoc Committee to address and consider the City's obligations concerning new fleet requirements. As such, the primary goal of the committee would be to develop a policy for the replacement of the City's fleet in accordance with the State's Climate Action Plan within the new state parameters as set out below.

ANALYSIS

This is a discussion item requested by Councilmember Nygard to determine the City Council's views on forming a new Ad-Hoc Committee and consider appointment of the Committee. The aim of the Committee is to aid in addressing environmental concerns and collaborating with the existing City Council directed Environmental Sustainability Commission. While consideration may be given to what would be different between the Ad-Hoc Committee and the existing Environmental Sustainability Commission, it will be important to note the scope, duration, and responsibilities of an Ad-Hoc committee in contrast to the existing Environmental Sustainability Commission (which could also be directed to form a Clean Energy Vehicle subcommittee as an alternative to a new Council-led Ad-Hoc committee).

The City Council may form a Council "standing" committee or a "temporary" committee (often referred to as an "Ad-Hoc" committee) on any matter within its jurisdiction. For purposes of the Brown Act, a standing committee is typically a permanent committee that is charged with continuing jurisdiction over a topic and is comprised of a quorum of the legislative body's member and therefore subject to the Brown Act noticing and agenda requirements. Three members constitute a quorum for the Tracy City Council. An Ad-Hoc committee is comprised of less than a quorum of the legislative body's members and is typically convened for a limited duration for a specific purpose and scope and is not subject to the Brown Act meeting and noticing requirements.

If City Council determines that it would like to form an Ad-Hoc Sustainability Committee, Council may appoint the committee that same evening.

FISCAL IMPACT

There is no fiscal impact associated with the discussion and/or formation of an Ad-Hoc Sustainability Committee.

ACTION REQUESTED OF THE CITY COUNCIL

Discuss and consider whether the City Council would like to form an Ad-Hoc Sustainability Committee and consider the appointment of two (2) City Council members to form the committee.

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

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

Approved by: Midori Lichtwardt, City Manager

September 2, 2025

Agenda Item 3.F

RECOMMENDATION

Adopt a resolution authorizing an appropriation of $780,134 from the General Fund to fund the City of Tracy's remaining 62.5% share of the revised $1,998,214 project cost for the South San Joaquin County Fire Authority's (SSJCFA) regional radio system upgrade.

EXECUTIVE SUMMARY

On May 6, 2025, the City Council approved partial funding for a $750,000 radio system upgrade for the South San Joaquin County Fire Authority (SSJCFA), based on preliminary estimates that included two new towers. A detailed review by Motorola Solutions found the towers unnecessary. The revised project now totals $1,998,214, with the City of Tracy responsible for $1,248,884. With $468,750 already appropriated, this action seeks approval to allocate the remaining $780,134 from the General Fund. The upgrade will improve radio coverage, clarity, and interoperability across the SSJCFA response area.

BACKGROUND AND LEGISLATIVE HISTORY

On May 6, 2025, the City Council approved its share of a $750,000 radio system upgrade for South San Joaquin County Fire Authority (SSJCFA). That estimate was based on preliminary vendor input which included constructing two new radio towers at a cost to the City of an additional $1.5 million. Since that time, SSJCFA engaged Motorola Solutions to perform a detailed engineering review of the system's infrastructure and coverage needs. Based on that assessment, it was determined that the two additional towers are not necessary to achieve full coverage and have been eliminated from the project scope. However, the revised scope for the core simulcast system—including transmitters, receivers, comparators, antennas, backhaul routers, and installation—produced a final project cost of $1,998,214.

Under the terms of the SSJCFA Joint Powers Agreement, the City of Tracy is responsible for 62.5% of the cost, with the Tracy Rural Fire Protection District funding the remaining 37.5%. The City's total share is $1,248,884, of which $468,750 has already been appropriated. This action would appropriate the remaining $780,134.

ANALYSIS

This radio system upgrade is a critical investment in public safety – ensuring interoperability, enhanced coverage, and improved reliability across the SSJCFA response area. The current analog system has limitations in both range and clarity, particularly in the rapidly developing areas including Tracy Hills, West Valley Mall and the Tracy Auto Mall.

The new digital simulcast infrastructure will tie into the City of Stockton's P25 core and improve dispatch coordination, signal clarity, and radio system redundancy. This upgrade also aligns with regional communications goals and ensures that SSJCFA's infrastructure will remain operational for decades to come. Eliminating the need for the two new tower sites provides a significant cost avoidance benefit, particularly since both would have been solely funded by the

City.

FISCAL IMPACT

The City of Tracy's total share of the revised system cost is $1,248,884. Of this amount, $468,750 was previously appropriated. Approval of this action will appropriate the remaining $780,134 from the General Fund.

The project will continue to be managed by SSJCFA, and Motorola Solutions will serve as the vendor under Sourcewell cooperative purchasing agreement #042021-MOT.

STRATEGIC PLAN

This item supports Council's Public Safety strategic priority.

ACTION REQUESTED OF THE CITY COUNCIL

Adopt a resolution authorizing an appropriation of $780,134 from the General Fund to fund the City of Tracy's remaining 62.5% share of the revised $1,998,214 project cost for the South San Joaquin County Fire Authority's (SSJCFA) regional radio system upgrade.

Prepared by: Randall Bradley, SSJCFA Fire Chief

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

Approved by: Midori Lichtwardt, City Manager

Attachments:

Attachment A: SSJCFA Revised Estimate from Motorola Solutions (Dated July 23, 2025)

Attachment A

MOTOROLA SOLUTIONS

Proposal

South San Joaquin County Fire Authority

Site Upgrade

July 23, 2025

Sourcewell 042021-MOT

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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Motorola Solutions, Inc.
500 W. Monroe Street Suite 4400
Chicago, IL 60661

July 23, 2025

Captain Eric Oliveri
South San Joaquin County Fire Authority
835 Central Avenue
Tracy, CA 95376

Subject: South San Joaquin County Fire Sites Upgrade

Dear Captain Oliveri,

Motorola Solutions, Inc. (Motorola) is pleased to have the opportunity to provide South San Joaquin County Fire Authority (SSCFA) with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value. Our solution is to replace the existing analog narrowband AstroTAC/Quantar/JPS voting solution with a new Motorola GTR/GPW/GRV digital simulcast network.

To meet the functional and operational specifications of this solicitation our solution includes a combination of hardware, software, and services. Specifically, this solution provides:

- Program the Stockton Core for new South SJC FD IP based radio resources
- Installation of GTR8000 Repeater, GPW8000, Trak 8835 at various sites
- Acceptance Test to ensure the operation of the new site equipment is working correctly.
- Implementation for the project

This firm proposal consists of this cover letter, description of offering, and is subject to the terms and conditions of the Sourcewell 042021-MOT Motorola Solutions Customer Agreement (the “Sourcewell MCA”). This proposal shall remain until September 24th, 2025. You may accept the proposal by delivering to Motorola a signed copy of the MCA. Any questions may be directed to your Motorola Senior Account Manager, Mike Marraccini, at 916-201-5670.

We thank you for the opportunity to furnish SSCFA with “best in class” solutions, and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Mike DeBenedetti
Territory Vice President

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Section 1

System Description

This project is to replace the existing analog narrowband AstroTAC/Quantar/JPS voting solution with a new Motorola GTR/GPW/GRV digital simulcast network. Today the system is a single Transmit at Tracy PD with multiple receiver sites. The existing channels are SCD South (TX 154.725, RX 158.895) and TAC16 (TX 155.895, RX 153.815). The new transmit simulcast sites will be Tracy PD and Schulte Rd. The Receive only sites will be River Club, Station 90, Station 92, Station 93, Station 95, Station 96, and Station 97. Station 94 equipment will be decommissioned after Schulte Rd comes online.

In order to phase the cell effectively, the two (2) TX sites (Tracy PD and Schulte) in the simulcast cell must be adjusted (Output power, Antenna Azimuths, and Launch Delays). Equipment will be stored at Station 90 (Support Services) prior to installation.

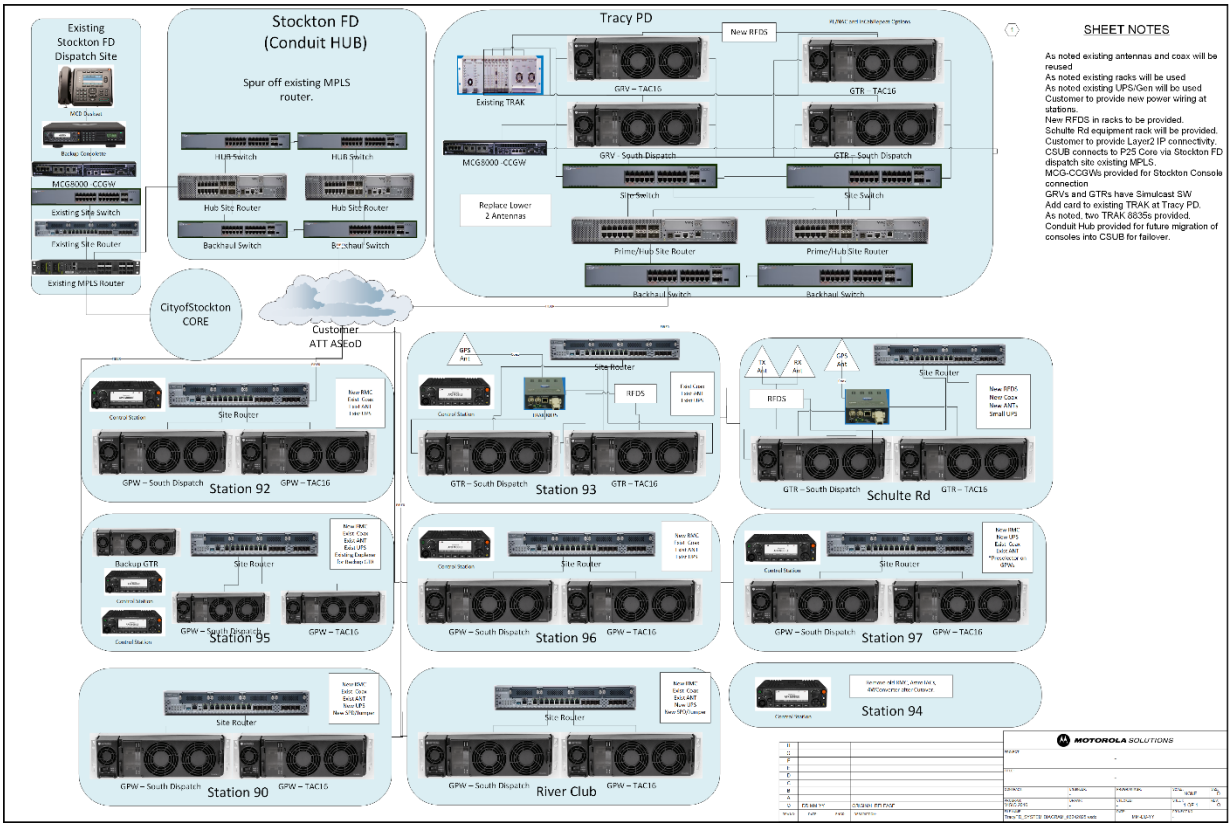


Figure 1-1: South San Joaquin Fire Authority High Level Design

The South San Joaquin FD radio channels tie into the Stockton FD dispatch site via 4wire converters. There is a single fiber connection from Stockton FD Dispatch to Tracy PD. All the remote receiver sites connect to Tracy PD via a flat L3 AT&T network. At Stockton FD the 4wire connections from the JPS voters connect to CCGWs. Currently, the City of Stockton P25 core has no idea what sits behind the

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CCGWs. For this proposal, we're proposing adding a conduit hub at the Stockton FD dispatch site. Reconfiguring and Re-IPing the existing Stockton FD dispatch site is not included in this proposal. It is assumed this will happen in a separate project when those consoles are upgraded. Adding the Conduit Hub now allows for a smooth console migration in the future. It allows provides for future failover capabilities for other conventional subsystems connected to Stockton FD.

The South SJC FD also uses analog two tones to alert the fire stations. This will need to be converted to Digital Tone signaling at the dispatch for use over the new digital radio system.

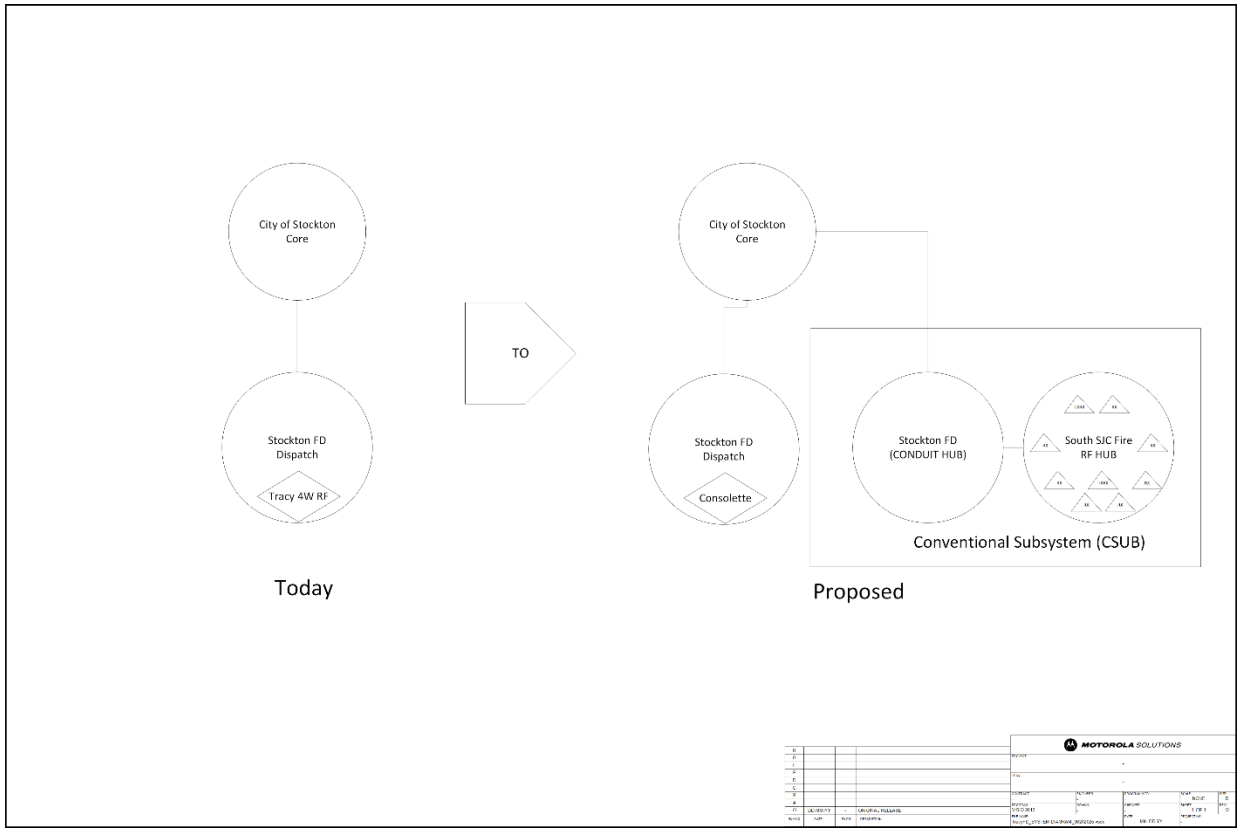


Figure 1-2: Stockton FD with Tracy FD Connection

A new site (Schulte Rd) is to be added to the existing South San Joaquin Fire radio network. New directional transmit and receive antennas with necessary coax will be installed on the tower. The Schulte Rd site is being added primarily to provide coverage into the Mountain House subdivision area. Coverage maps have been created to depict the anticipated coverage provided. When creating a new simulcast cell, all of the transmit sites have to be included in the scenario for precise timing and phasing of the radiated signal. Motorola has based our two (2) site transmit; seven (7) site receive model on information provided by the customer and visual inspections from the site walks. During the post-sale installation effort, Motorola will sweep the antennas and coax lines and verify all of the necessary radio related information from all the sites to generate the required simulcast parameters to be deployed.

Station 93 radio equipment is being installed as a future TX/RX site (GTRs and TRAK). The site will be configured for RX Only for this project.

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Tracy PD will use one (1) of the existing Omni antennas at the top of the tower for transmit and one (1) new dipole receive antenna. Existing coax lines will be reused.

Motorola will perform Spectra Fingerprinting and Noise floor monitoring at Tracy PD, Schulte Rd, and Station 93. Deployable kits will be used at each site over a 24-hour period. Spectra Fingerprinting captures high level carriers across an agreed upon test bandwidth. In addition, it provides a full spectrum report identifying Maximum, Minimum, and Average levels for every high-level carrier (Normally greater than -80dBm) over the period of time captured, normally 24 hours. Spectra Noise Floor Monitoring focuses on RF activity below -80 dBm. Utilizing a very narrow band computer-controlled filter the trace capture is channelized. Individual frequencies are evaluated and captured over 24 hours to ensure a complete understanding of the site noise environment.

All sites are configured to run off AC power. No DC backup power has been proposed. Most sites have some type of UPS provided. Motorola has included a small rackmount UPS for sites as needed. Motorola assumes San Joaquin County will provide the backhaul connectivity from all remote sites back to Tracy PD. The network connectivity for LMR should be separate from the Station's Internet traffic. Some of the sites are configured this way, others need to be setup. Motorola will spot check the simulcast cell coverage to verify operation. No coverage guarantee is included.

1.1 Solution Design Highlights

- City of Stockton P25 Core at SEB
  - Program the Stockton Core for new South SJC FD IP based radio resources.
  - Configure TNCT for Conduit Hub.
  - Configure Core to send UEM alarms for South SJC-FD simulcast equipment
- Stockton Fire Department Conduit-Hub
  - Add two (2) backhaul switch for South SJC-FD Fiber to Conduit Hub.
  - Install two (2) new SRX 1500 routers and LAN switches. Configure a new Conduit Hub on the City of Stockton Core.
  - Reconfigure TNCT for backhaul BW.
  - Add South SJC-FD digital resources to the console configuration.
  - Reconfigure the two-tone station alerts for Digital Tone signaling.
  - Install new APX 8500 mobile control station and power supply for backup, connect to existing antenna and coax.
  - Install one (1) MCG8000 CCGW.
  - Install new MCD 5000 Deskset for fail over operation to backup consolette.
  - After cutover
    - Remove two (2) old 4W to Eth converters
    - Remove old 4W South SJC-FD resources from consoles.
- Tracy PD (TXRX Site)
  - Install equipment into existing racks.
  - Install two (2) backhaul switches.
  - Install two (2) SRX 1500 site routers and two (2) site switches

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  - Install two (2) GRV comparators.
  - Install two (2) GTR8000 repeaters.
  - Install one (1) MCG8000 CCGW.
  - Install one (1) DDM card into existing Tracy PD TRAK.
  - Perform site link test to remote sites and to Stockton Dispatch.
  - Verify feedlines to each antenna back to equipment room.
  - Install two (2) dipole VHF receive antennas (replace lower ones as requested) on tower.
  - Reuse existing Omni VHF transmit antenna at top of tower.
  - Remove two racks of VHF combining on last row.
  - Install new VHF RFDS rack.
  - Clean up unused RF cables.
  - Reuse existing antenna lines.
  - Sweep all VHF lines and antennas.
  - Install room grounding HALO.
  - Install room MGB and ground to building steel.
  - Ground cable ladder outside. Ground tower as needed.
  - Update simulcast link delays.
  - Optimize simulcast subsystem.
  - After cutover
    - Remove old RMC, AstroTACs, and 4W converters
- Schulte Rd (TXRX Site)
  - One (1) new TX and One (1) new RX VHF directional antenna(s) and 7/8” line(s) will be installed on the tower. Antenna Placements are at approximately 120ft.
  - Install one (1) conventional channel GTR/Networking rack.
  - Install one (1) conventional channel RFDS rack.
  - Provide AC power cables from customer shelter main panel to Motorola radio equipment rack.
  - Install one (1) PDU.
  - Install one (1) SRX 345 site router.
  - Install one (1) rackmount UPS.
  - Install one (1) TRAK 8835.
  - Install two (2) GTR8000 repeaters.
  - Provide fiber cable from AT&T wall jack to router.
  - Install equipment interconnect/interface cables.
  - Label all cables.
  - Optimize and resolve any related issues.
- Station 93 (RX Site)
  - Install one (1) Site router
  - Install two (2) GTR8000 repeaters.

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  - Install one (1) TRAK 8835 and GPS antenna.
  - Install new VHF RFDS rack.
  - Reuse existing antenna and line.
  - Reuse existing rackmount UPS.
  - Install equipment interconnect/interface cables.
  - Label all cables.
  - Install one (1) new APX 8500 mobile control station and power supply.
  - Connect to the PA system and existing antenna/coax.
  - Optimize and resolve any related issues.
- Station 90 – Support Services (RX Site)
  - Provide earth ground for tower.
  - Provide MGB inside equipment room. Bond to earth ground.
  - Provide and install room HALO.
  - Move SPD to MGB. Rework coax jumpers.
  - Install new RFDS rack.
  - Install RMC and RX filtering.
  - Install one (1) rackmount PDU.
  - Install two (2) GPW8000s.
  - Install one (1) site router.
  - Install rack shelf for fiber transceiver
  - Install new rackmount UPS.
  - Reuse existing antenna and line.
  - Label all cables. Clean up loose cables.
  - After cutover
    - Remove old RMC, AstroTACs, UPS and 4WConverter.
- Station 92 (RX Site)
  - Install earth ground rod. Connect to existing MGB.
  - Provide and install room HALO.
  - Install new RFDS rack.
  - Install one (1) rackmount PDU.
  - Install new RMC and RX Filtering.
  - Install two (2) GPW8000s.
  - Install one (1) site router.
  - Reuse existing rackmount UPS.
  - Reuse existing antenna and line.
  - Label all cables.
  - Install one (1) new APX 8500 mobile control station and power supply.
  - Connect to the PA system and existing antenna/coax.

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  - After cutover
    - Remove old RMC, AstroTACs, and 4WConverter.
- Station 94
  - The RF at this station will be decommissioned after Schulte Rd comes online.
  - Install one (1) new APX 8500 mobile control station and power supply.
  - Connect to the PA system and existing antenna/coax.
  - After cutover
    - Remove old RMC, AstroTACs, and 4WConverter.
- Station 95 (R Site)
  - Provide and install room HALO.
  - Install new RFDS rack.
  - Site has an existing backup Quantar Repeater. Replace with GTR8000.
  - Connect new GTR repeater to existing duplexer.
  - Install one (1) rackmount PDU.
  - Install new RMC and RX Filtering.
  - Install two (2) GPW8000s.
  - Install one (1) site router.
  - Reuse existing antenna and line.
  - Reuse existing rackmount UPS.
  - Label all cables.
  - Install two (2) APX 8500 mobile control stations and power supplies.
  - Connect one mobile to the PA system and existing antenna/coax.
  - Connect second mobile to the G2 FSA system and existing antenna/coax.
  - After cutover
    - Remove old RMC, AstroTACs, and 4WConverterClement
- Station 96 (Rx Site)
  - Install earth ground rod. Connect to MGB.
  - Provide and install room HALO.
  - Install new RFDS rack.
  - Install one (1) rackmount PDU.
  - Install new RMC and RX filtering.
  - Install two (2) GPW8000s.
  - Install one (1) site router.
  - Reuse existing rackmount UPS.
  - Reuse existing antenna and line.
  - Label all cables.
  - Install one (1) APX 8500 mobile control station and power supply.
  - Connect to the PA system and existing antenna/coax.

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  - After cutover
    - Remove old RMC, AstroTACs, and 4WConverter
- Station 97 (Rx Site)
  - Install earth ground rod.
  - Provide and install MGB.
  - Install new SPD to MGB. Rework coax jumpers.
  - Reuse existing rack.
  - Install one (1) rackmount PDU.
  - Install new RMC and RX Filtering.
  - Install two (2) GPW8000s.
  - Install one (1) site router.
  - Install new rackmount UPS.
  - Reuse existing antenna and line.
  - Label all cables.
  - Install one (1) APX 8500 mobile control station and power supply.
  - Connect to the PA system and existing antenna/coax.
  - After cutover
    - Remove old RMC, AstroTACs, and 4WConverter.
- River Club (Rx Site)
  - Move existing cabinet and equipment out of the way.
  - Install earth ground rod.
  - Provide and install MGB.
  - Install new SPD to MGB. Rework coax jumper.
  - Install one (1) new 30RU cabinet.
  - Install new RMC and RX Filters.
  - Install two (2) GPW8000s.
  - Install one (1) site router.
  - Install new rackmount UPS.
  - Install SPD for antenna coax. Provide sufficient earth ground.
  - Reuse existing antenna and line.
  - Label all cables.
  - Properly ground cabinet.
  - After cutover
    - Remove old cabinet, RMC, AstroTACs, 4W converter, and UPS.

A simulcast site provides simultaneous broadcast of the same voice or message from multiple transmitters on the same frequency. Simulcast sites provide consistent communications throughout large geographical areas, such as a large city, metropolitan area, or county. Having additional receive only or voter sites in the simulcast cell increases the ability for a portable subscriber with limited transmit power to talk back into the network.

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This digital upgrade project will use the same frequencies and antenna systems as the existing analog network. Since both systems cannot run in parallel prior to cutover, system outage will need to be coordinated. Motorola will coordinate with South San Joaquin County Fire the anticipated coverage outages when making modification to the existing sites. South San Joaquin County Fire will receive and store the new equipment until the install teams are ready.

An Acceptance Test will be performed to ensure the operation of the new site equipment is working correctly.

1.2 Coverage Parameters:

Site Name	ERP (Watts)	TX Antenna	TX Antenna Gain (dBd)	TX Antenna Azimuth (deg)	RX Antenna	RX Antenna Azimuth (deg)	RX System Eff Static Sens(dBm)	System Noise Figure (dB)
River Club	N/A	N/A	N/A	N/A	ANT150D3 37 HE	270	-109.31	10.52
Schulte Rd	100	CSA20-41	9	310	OA40-41-DIN	310	-112.58	11.34
Station90	N/A	N/A	N/A	N/A	DB222	180	-106.66	10.73
Station92	N/A	N/A	N/A	N/A	ANT150D3 37 HE	90	-109.26	10.52
Station93	N/A	N/A	N/A	N/A	COL53-160	0	-112.97	12.33
Station95	N/A	N/A	N/A	N/A	DB222	0	-106.66	10.52
Station96	N/A	N/A	N/A	N/A	DB222	270	-106.61	10.39
Station97	N/A	N/A	N/A	N/A	DB224	0	-109.66	10.52
Tracy PD	100	DB224C	6	N/A	OA40-41-DIN	290	-113.80	10.42

NOTE: Coverage models indicate for best performance of the two transmit site configuration proposed, Tracy PD should use one of the existing top Omni antennas for best performance. The phasing delay will be set with the anticipation that a future Station93 TX/RX will eventually come online. When Station93 goes live, the transmit antenna at Tracy PD will need to be switched to the lower OA40-41 antenna. The receive antenna will need to be switched to the upper DB224C omni.

1.3 ASTRO 25 Conventional Simulcast Site

When a single site transmitter does not provide the coverage needed in a conventional system, a multi-site solution is the answer. A multi-site system contains multiple sites throughout the service area, extending radio coverage beyond that of a standalone site. There are several types of multi-sit solutions; this solution will operate as a simulcast system.

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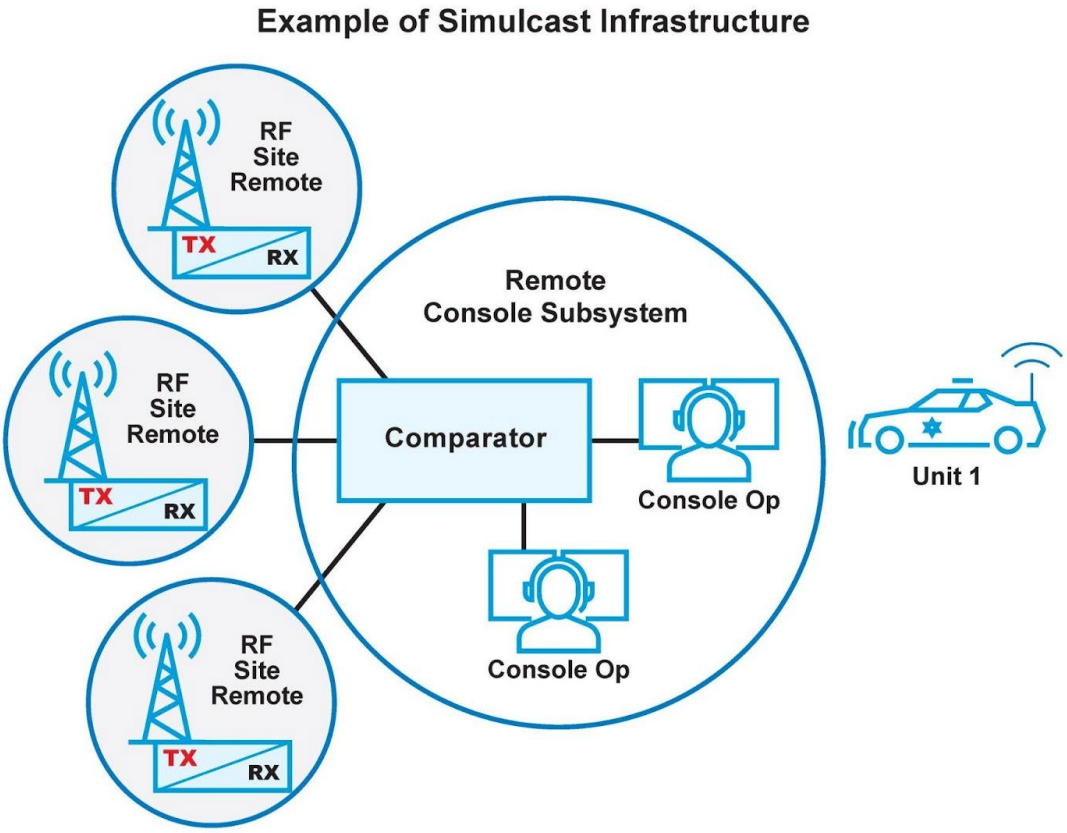


Figure 1-3: Example of Simulcast Infrastructure

Simulcast provides a solution for a wide geographical area that requires communications throughout the system. Simulcast is the simultaneous broadcast of the same voice or message from multiple transmitter sites on the same frequency. Simulcast addresses the needs of users who were outgrowing their single-site radio systems. These systems provide consistent communications throughout a large city, metropolitan area, county, or even country. Because the simulcast architecture operates like a single-site system, operations are simplified and radios are easy to use.

1.4 System Components

Conventional GTR 8000 Site Repeater/Base Radio

The conventional GTR 8000 Base Radio supports digital IP, digital V.24, analog 4–wire, and mixed mode 4–wire/V.24 hybrid circuit wireline link interfaces. The conventional GTR 8000 Base Radio supports 16 sets of programmable channel configurations. Each channel configuration can be configured for base station, repeater, simplex, or receive only operation. The GTR 8000 Base Radio is available as a standalone base radio or in the GTR 8000 Expandable Site Subsystem (ESS).

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Conventional Site Comparator

The Conventional Comparator provides mission–critical call processing and mobility management throughout the ASTRO 25 conventional system. The Comparator interfaces through the Ethernet LAN switch, providing access to the packet switched network. The existing comparators for SCD South and TAC16 are located at Dispatch.

IP Backhaul Network

The IP backhaul network will be provided by South San Joaquin County Fire. Motorola's network requirements for the IP connections in the design are as follows:

Physical Connection	10/100/1000BASE T Ethernet, CAT5e or better cabling, and Full Duplex connections
Type	Layer 2 (Metro Ethernet etc.) or Layer 3 (MPLS etc.). For Layer 2, all sites must be on the same subnet and assigned the same VLAN ID (Typically VLAN 50). For Layer 3, a separate subnet is required for each site with a connection to a customer demarc equipment (i.e., Switch or Gateway).
Access	IPv4 connectivity to network must be provided within 300ft of each equipment location.
Bandwidth	Bandwidth per site link specific to system design. Bandwidth allocations can be sent in a separate document if required.
Latency	Network must provide less than **40 ms of latency** (end-to-end) to ensure voice quality.
Jitter	Network must provide less than **10 ms of jitter** (Y.1541, 99th percentile) to ensure voice quality
Packet Loss	Network must provide less than **.01% of pack loss** (end-to-end) to ensure voice quality
Quality of Service (QoS)	The backhaul network must support end-to-end QoS, Layer 2 Priority (i.e., 802.1Q/p) with VLAN ID or Layer 3 Priority (ToS or DSCP), using a minimum of 2 QoS levels.

1.5 Coverage Maps

Motorola has included informational only Portable on Street coverage maps for the completed Simulcast cell. The map does not represent a coverage guarantee. Motorola will need to validate all of the radio parameters used in the model to confirm the proper phasing configurations. For the subscriber, Motorola used an APX8000 with Belt Clip and Remote Speaker Mic. It is understood that South San Joaquin Fire uses Kenwood portable radios.

Sites were modeled according to MSI standard practice. Motorola has made some assumption and used equipment information provided by the customer. Many of the existing antennas deployed are no longer MSI preferred vendors. Due to these factors discussed, coverage variations may occur.

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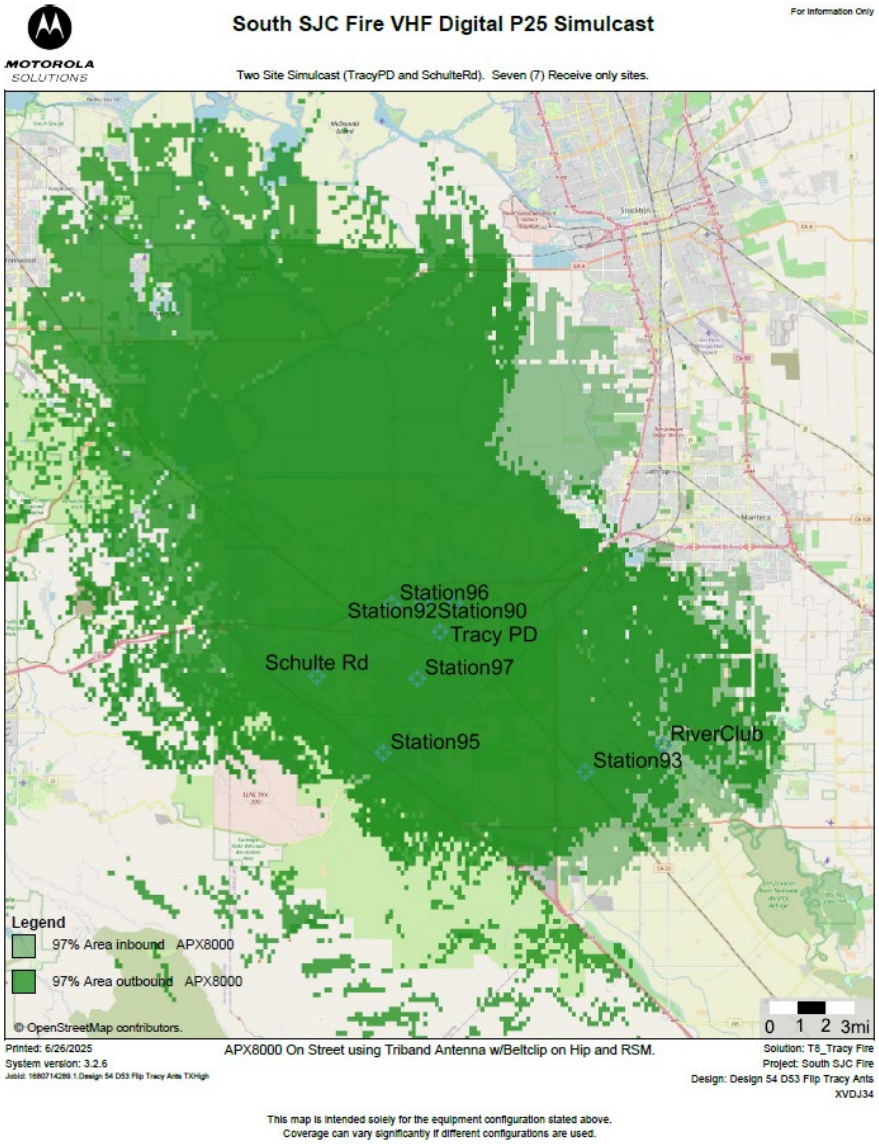


Figure 1-4: Estimated South SJC Fire Portable on Street Coverage

1.6 Diagrams for Radio Sites

An example diagram for the Prime Site radio rack equipment. Existing racks at the receive only Fire Stations will be leveraged, moving existing equipment as appropriate.

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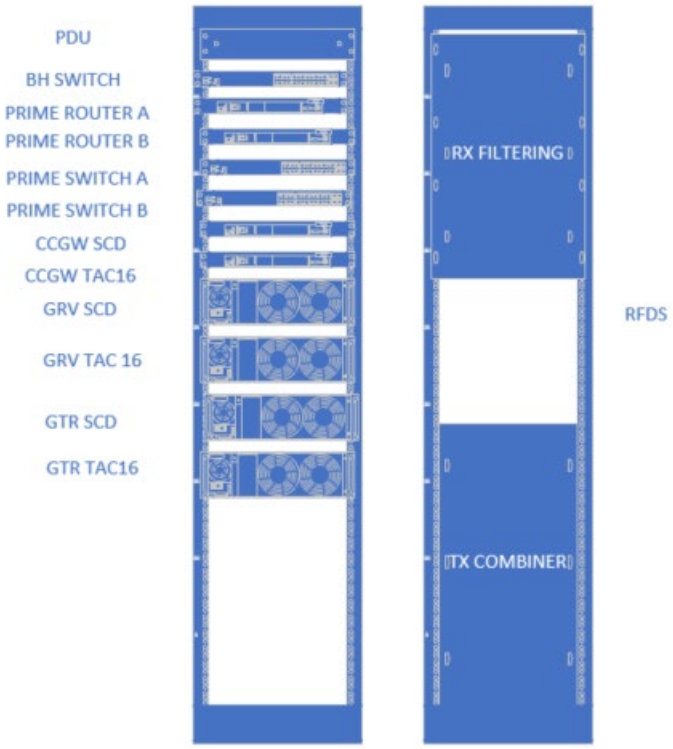


Figure 1-5: Tracy PD Racks

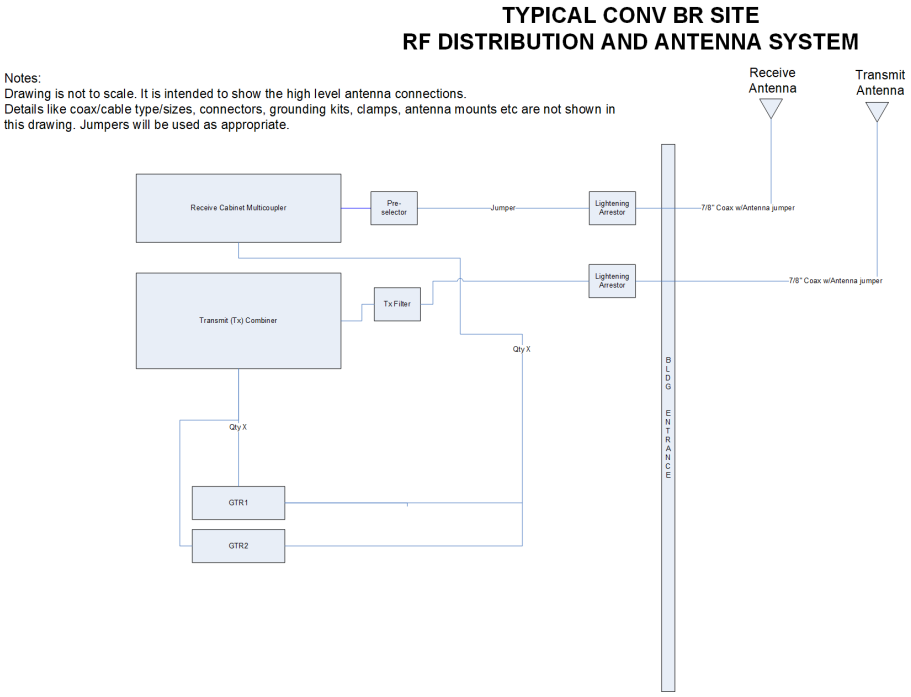


Figure 1-6: An Example Diagram for the Antenna Equipment

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1.7 Cutover Plan

The proposed two (2) transmit seven (7) receive only new site equipment will be installed and configured as a new simulcast cell for South SJC Fire. In order for the voice coverage provided by the new system, the following must be completed:

- Prior to any radio site installation work beginning, South San Joaquin County Fire must complete any necessary tower and shelter remediation's required to support the proposed site equipment. This includes, but is not limited to:
  - Tower and shelter lease agreements with the owner
  - Tower remediation (as required) based on Tower structural & loading analysis results
  - Shelter exterior and interior cleanup (as required) to make room for the proposed site equipment
  - Shelter power, breaker, backup DC power, rack space, generator power & HVAC remediations (as required)
- SJCSO must provide and test the IP backhaul network between the remote sites and the comparators at the Tracy Pd prime site. South SJC Fire is also responsible for the IP backhaul link from Tracy PD to the Stockton FD. The backhaul must meet the Motorola Solutions' requirements for IP connectivity.
- The switch to digital will require subscriber programming. South SJC-FD is responsible for updating its subscriber templates for the digital channels.
- In order to migrate the South SJC Fire analog voting system to IP capable equipment, a new Conventional Subsystem (CSUB) will be added to the P25 core. All of the new South SJC-FD conventional simulcast network sites will reside in the CSUB. A conduit HUB will be added to the MPLS network at Stockton FD. This will be spur off the existing MPLS ring. The routing of network management information from the South SJC-FD conventional system to the City of Stockton P25 core will be via the conduit HUB. The conduit HUB will allow for future migration of the Stockton FD Dispatch site into the CSUB. The CSUB design with the future console operators will allows for Stockton FD to continue dispatching for South SJC Fire in the event of fallback failure of the core. For now, the Stockton FD dispatch fallback for the SJC-FD digital channels will be via a consolette radio connected to a CCGW. A new MCD Deskset is also included as a last resort connection to the backup consolette.
- The new CSUB will be brought online parallel to current operations. Existing power and rack space will be used at Stockton FD for the new equipment.
- Any existing Fire Alerting interfaces, Logging, or CAD for the new South SJC-FD digital channels are the customer responsibility. South SJC Fire/Stockton FD will be responsible for updating any 3rd party connections.
- The new Tracy PD prime site comparators will be installed and routed through the CSUB connection. The collocated subsite GTR8000 repeaters will be installed but left idle until the migration. Testing of the new South SJC Fire resources with the CSUB from Stockton FD will be verified.
- Schulte Rd remote subsite equipment will be installed. This site will be a transmit/receive site for the simulcast cell. After installation is complete it will remain idle until the migration begins.
- The rest of the sites in the network are existing sites and new equipment installations will begin while leaving the analog system online. Motorola will prep the sites installs for an optimized transition. The new equipment will remain idle until the migration begins.

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- The existing fire station CDM mobile in trays identified in Section 1.1 above in use by the South SJC Fire for fire station alerting will be replaced with new APX8500 mobile in trays. The new mobiles will be programmed for both the analog two tones and the new digital tone signaling. The new mobiles will operate in analog until the migration begins.
- When ready, a hard switch to the new digital channels will begin. Some system and coverage outage will be expected during this transition. At the Tracy PD site TAC 16 will be taken offline. This will free up one of the existing top VHF antennas that will be used for the new transmitters at this location. For receive, Motorola will use one of the newly replaced cardioid VHF lower antennas. Motorola will then connect those two antennas to the new combiner/multi-coupler system. The new digital channels at Tracy PD will be ready to operate for the switch. As the analog Tracy PD SCD South channel is brought down, the new digital channels at Tracy PD and Schulte Rd will be brought online. Stockton FD will switch dispatching and tones to the new digital channels. At this point the fire station mobile in trays and existing subscribers will be switched over to the digital channels. The timing of this event should be coordinated to occur at the least busy hour for South SJC Fire.
- With Schulte Rd and Tracy PD operating in simulcast mode, Motorola will go around to the other sites to switch over the antenna lines to the new equipment and bring them online.
- When complete, Motorola will verify the simulcast system parameters for optimum performance.

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Section 2

Equipment List

This section lists the equipment necessary for the proposed solution.

2.1 Voting Infrastructure

QTY	NOMENCLATURE	DESCRIPTION
1	CLN9066A	NETWORK SWITCH, JUNIPER EX4100 24-PORT NON TAA
2	T8493A	EDGE & HUB ROUTER & FIREWALL - AC
2	CA03445AA	ADD: MISSION CRITICAL HARDENING
2	CA03448AA	ADD: STATEFUL FIREWALL
2	CLN9066A	NETWORK SWITCH, JUNIPER EX4100 24-PORT NON TAA
2	CLN9105A	FRU: JUNIPER 1M DAC CABLE
1	T8341A	GRV 8000 COMPARATOR
1	CA03863AA	ADD: ASTRO SYSTEM RELEASE 2022.1
1	CA03084AA	ADD: COMPARATOR
1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	CA03320AA	ADD: ASTRO 25 CONVENTIONAL SOFTWARE
1	CA03317AA	ADD: DIGITAL CONV SIMULCAST SOFTWARE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T8341A	GRV 8000 COMPARATOR
1	CA03863AA	ADD: ASTRO SYSTEM RELEASE 2022.1
1	CA03084AA	ADD: COMPARATOR
1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	CA03320AA	ADD: ASTRO 25 CONVENTIONAL SOFTWARE
1	CA03317AA	ADD: DIGITAL CONV SIMULCAST SOFTWARE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T8343A	BASE RADIO SOFTWARE LICENSING, G-SERIES
2	UA00414AA	ADD: GSERIES CM-P25 DIG CONV IP
1	SQM01SUM0333A	MCG 8000 CONVENTIONAL GATEWAY
1	CA03714AA	ADD: AC POWER
2	CA03718AA	ADD: ANALOG 4WIRE INTERFACE
8	CA03719AA	ADD: DIGITAL IP INTERFACE

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QTY	NOMENCLATURE	DESCRIPTION
8	CA03748AA	ADD: MDC1200 OVER IP INTERFACE
1	SQM01SUM0333A	MCG 8000 CONVENTIONAL GATEWAY
1	CA03714AA	ADD: AC POWER
2	CA03718AA	ADD: ANALOG 4WIRE INTERFACE
8	CA03719AA	ADD: DIGITAL IP INTERFACE
8	CA03748AA	ADD: MDC1200 OVER IP INTERFACE
2	DSTRAK91061	FOUR PORT DDM
1	DSACPDU6N120SN2TT	AC PDU, RACKMOUNT, 6 OUTLETS, SASD PROTECTED, UL1449/R56, 12FT CORD
2	DSJPEXSFP1GELX	SFFP 1KBASE-LX GE OPT
1	T7039A	BASE RADIO, GTR 8000
1	CA03863AA	ADD: ASTRO SYSTEM RELEASE 2022.1
1	X530BG	ADD: VHF (136-174 MHZ)
1	CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE
1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
1	CA01502AA	ADD: ASTRO 25 CONV SIMULCAST SW
1	CA01503AA	ADD: FALL BACK IN MULTISITE CABINET REPEAT
1	CA01950AA	ADD: CONV MULTI-NAC MULTI-PL
1	X153AW	ADD: RACK MOUNT HARDWARE
1	X699AA	ADD: FACTORY TEST REPORT
1	T7039A	BASE RADIO, GTR 8000
1	CA03863AA	ADD: ASTRO SYSTEM RELEASE 2022.1
1	X530BG	ADD: VHF (136-174 MHZ)
1	CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE
1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
1	CA01502AA	ADD: ASTRO 25 CONV SIMULCAST SW
1	CA01503AA	ADD: FALL BACK IN MULTISITE CABINET REPEAT
1	CA01950AA	ADD: CONV MULTI-NAC MULTI-PL
1	X153AW	ADD: RACK MOUNT HARDWARE
1	X699AA	ADD: FACTORY TEST REPORT
1	DLN6455R	KIT, CONFIGURATION SERVICE SOFTWARE
1	T8343A	BASE RADIO SOFTWARE LICENSING, G-SERIES
2	UA00412AA	ADD: GSERIES BR-P25 DIG CONV
50	DSEC450HF	COAXIAL CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE JACKET

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QTY	NOMENCLATURE	DESCRIPTION
4	DSNM50B12X	CONNECTOR, N MALE INTERFACE FOR EC4-50-HF
50	DSEC450HF	COAXIAL CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE JACKET
4	DS716F50B12X	CONNECTOR, 7/16 DIN FEMALE INTERFACE FOR EC4-50-HF
1	DSDSTRACYPD	2 CH VHF RFDS
2	DSBA8041P	OMNI, EXPOSED DIPOLE ARRAY, 6DBD, 136-174MHZ, PIM RATED
4	DSUC1	ANTENNA CLAMPS, KIT OF 1 FOR .75 IN TO 3.0 IN OD
50	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET
4	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50
1	DSACPDU6N120SN2TT	AC PDU, RACKMOUNT, 6 OUTLETS, SASD PROTECTED, UL1449/R56, 12FT CORD
1	DLN6897A	FRU: PA VHF
1	DLN6892A	FRU: XCVR VHF V2
1	DLN6805A	FRU: ENERGY EFFICIENT POWER SUPPLY
1	DLN6898A	FRU: FAN MODULE
1	DS3500072	NEMA 5-20 TO IEC C15 CORD, 10 FT FOR GTR RACKS
1	T8492A	SITE ROUTER & FIREWALL- AC
1	CA03445AA	ADD: MISSION CRITICAL HARDENING
1	CA03448AA	ADD: STATEFUL FIREWALL
1	CLN9066A	NETWORK SWITCH, JUNIPER EX4100 24-PORT NON TAA
2	T8493A	EDGE & HUB ROUTER & FIREWALL - AC
2	CA03445AA	ADD: MISSION CRITICAL HARDENING
2	CA03448AA	ADD: STATEFUL FIREWALL
1	DSACPDU6N120SN2TT	AC PDU, RACKMOUNT, 6 OUTLETS, SASD PROTECTED, UL1449/R56, 12FT CORD
2	DSJPEXSFP1GELX	SFFP 1KBASE-LX GE OPT
1	CLN9066A	NETWORK SWITCH, JUNIPER EX4100 24-PORT NON TAA
1	T8492A	SITE ROUTER & FIREWALL- AC
1	CA03445AA	ADD: MISSION CRITICAL HARDENING
1	CA03448AA	ADD: STATEFUL FIREWALL
1	T7540A	GPW 8000 RECEIVER
1	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1
1	X301AR	ADD: QTY 1 GPW 8000 RECEIVER
1	X530BH	ADD: VHF (136-174 MHZ)
1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE

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QTY	NOMENCLATURE	DESCRIPTION
1	CA01948AB	ADD: CONVENTIONAL SOFTWARE R--X ONLY
1	CA01950AB	ADD: CONV MULTI-NAC MULTI-PL
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7540A	GPW 8000 RECEIVER
1	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1
1	X301AR	ADD: QTY 1 GPW 8000 RECEIVER
1	X530BH	ADD: VHF (136-174 MHZ)
1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	CA01948AB	ADD: CONVENTIONAL SOFTWARE R--X ONLY
1	CA01950AB	ADD: CONV MULTI-NAC MULTI-PL
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T8343A	BASE RADIO SOFTWARE LICENSING, G-SERIES
2	UA00416AA	ADD: GSERIES RX-P25 DIG CONV
30	DSACC014J50	1/4" ULTRA FLEXIBLE, 50 OHM, CORRUGATED, COPPER OUTER CONDUCTOR, LOW SMOKE NON-HALOGENATED, FIRE RETARDANT, UV STABALIZED, BLACK POLYETHYLENE JACKET
4	DSBNA01450	BNC MALE, PLENUM & ULTRA FLEXIBLE FOR 1/4" CABLE (USE WITH PST014 TOOL)
4	DSNMA01450	N MALE, PLENUM & ULTRA FLEXIBLE FOR 1/4" CABLE (USE WITH PST014 TOOL)
1	DSDSRXONLY	VHF RMC AND FILTERS WALL MNT
1	DSSMX1500XLRT2U	DC POWER SYSTEM, UPS 1500VA 1000W INTERNATIONAL SMART RACKMOUNT AVR 230V C13
1	TRN7343A	RACK 7.5'
1	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
1	DQ128268	ISOLATION KIT FOR 19IN RACK WITH PLATES AND GROMMETS
1	DSACPDU6N120SN2TT	AC PDU, RACKMOUNT, 6 OUTLETS, SASD PROTECTED, UL1449/R56, 12FT CORD
2	DSJPEXSFP1GELX	SFFP 1KBASE-LX GE OPT
1	T8492A	SITE ROUTER & FIREWALL- AC
1	CA03445AA	ADD: MISSION CRITICAL HARDENING
1	CA03448AA	ADD: STATEFUL FIREWALL
1	T7540A	GPW 8000 RECEIVER

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QTY	NOMENCLATURE	DESCRIPTION
1	CA03863AA	ADD: ASTRO SYSTEM RELEASE 2022.1
1	X301AR	ADD: QTY 1 GPW 8000 RECEIVER
1	X530BH	ADD: VHF (136-174 MHZ)
1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	CA01948AB	ADD: CONVENTIONAL SOFTWARE R--X ONLY
1	CA01950AB	ADD: CONV MULTI-NAC MULTI-PL
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7540A	GPW 8000 RECEIVER
1	CA03863AA	ADD: ASTRO SYSTEM RELEASE 2022.1
1	X301AR	ADD: QTY 1 GPW 8000 RECEIVER
1	X530BH	ADD: VHF (136-174 MHZ)
1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	CA01948AB	ADD: CONVENTIONAL SOFTWARE R--X ONLY
1	CA01950AB	ADD: CONV MULTI-NAC MULTI-PL
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T8343A	BASE RADIO SOFTWARE LICENSING, G-SERIES
2	UA00416AA	ADD: GSERIES RX-P25 DIG CONV
30	DSACC014J50	1/4" ULTRA FLEXIBLE, 50 OHM, CORRUGATED, COPPER OUTER CONDUCTOR, LOW SMOKE NON-HALOGENATED, FIRE RETARDANT, UV STABALIZED, BLACK POLYETHYLENE JACKET
4	DSBNA01450	BNC MALE, PLENUM & ULTRA FLEXIBLE FOR 1/4" CABLE (USE WITH PST014 TOOL)
4	DSNMA01450	N MALE, PLENUM & ULTRA FLEXIBLE FOR 1/4" CABLE (USE WITH PST014 TOOL)
1	DSDSRXONLY	VHF RMC AND FILTERS WALL MNT
1	DSACPDU6N120SN2TT	AC PDU, RACKMOUNT, 6 OUTLETS, SASD PROTECTED, UL1449/R56, 12FT CORD
2	DSJPEXSFP1GELX	SFFP 1KBASE-LX GE OPT
1	T8492A	SITE ROUTER & FIREWALL- AC
1	CA03445AA	ADD: MISSION CRITICAL HARDENING
1	CA03448AA	ADD: STATEFUL FIREWALL
1	T7540A	GPW 8000 RECEIVER
1	CA03863AA	ADD: ASTRO SYSTEM RELEASE 2022.1
1	X301AR	ADD: QTY 1 GPW 8000 RECEIVER
1	X530BH	ADD: VHF (136-174 MHZ)

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QTY	NOMENCLATURE	DESCRIPTION
1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	CA01948AB	ADD: CONVENTIONAL SOFTWARE R--X ONLY
1	CA01950AB	ADD: CONV MULTI-NAC MULTI-PL
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7540A	GPW 8000 RECEIVER
1	CA03863AA	ADD: ASTRO SYSTEM RELEASE 2022.1
1	X301AR	ADD: QTY 1 GPW 8000 RECEIVER
1	X530BH	ADD: VHF (136-174 MHZ)
1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	CA01948AB	ADD: CONVENTIONAL SOFTWARE R--X ONLY
1	CA01950AB	ADD: CONV MULTI-NAC MULTI-PL
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T8343A	BASE RADIO SOFTWARE LICENSING, G-SERIES
2	UA00416AA	ADD: GSERIES RX-P25 DIG CONV
30	DSACC014J50	1/4" ULTRA FLEXIBLE, 50 OHM, CORRUGATED, COPPER OUTER CONDUCTOR, LOW SMOKE NON-HALOGENATED, FIRE RETARDANT, UV STABALIZED, BLACK POLYETHYLENE JACKET
4	DSBNA01450	BNC MALE, PLENUM & ULTRA FLEXIBLE FOR 1/4" CABLE (USE WITH PST014 TOOL)
4	DSNMA01450	N MALE, PLENUM & ULTRA FLEXIBLE FOR 1/4" CABLE (USE WITH PST014 TOOL)
1	DSDSRXONLY	VHF RMC AND FILTERS WALL MNT
1	DSACPDU6N120SN2TT	AC PDU, RACKMOUNT, 6 OUTLETS, SASD PROTECTED, UL1449/R56, 12FT CORD
2	DSJPEXSFP1GELX	SFFP 1KBASE-LX GE OPT
1	T7039A	BASE RADIO, GTR 8000
1	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1
1	X530BG	ADD: VHF (136-174 MHZ)
1	CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE
1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
1	CA01946AA	ADD: CONV MIXED MODE OPERATION
1	CA01950AA	ADD: CONV MULTI-NAC MULTI-PL
1	X265AM	ADD: BR PRESELECTOR, (150-174 MHZ)
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T8492A	SITE ROUTER & FIREWALL- AC

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QTY	NOMENCLATURE	DESCRIPTION
1	CA03445AA	ADD: MISSION CRITICAL HARDENING
1	CA03448AA	ADD: STATEFUL FIREWALL
1	T7540A	GPW 8000 RECEIVER
1	CA03863AA	ADD: ASTRO SYSTEM RELEASE 2022.1
1	X301AR	ADD: QTY 1 GPW 8000 RECEIVER
1	X530BH	ADD: VHF (136-174 MHZ)
1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	CA01948AB	ADD: CONVENTIONAL SOFTWARE R--X ONLY
1	CA01950AB	ADD: CONV MULTI-NAC MULTI-PL
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7540A	GPW 8000 RECEIVER
1	CA03863AA	ADD: ASTRO SYSTEM RELEASE 2022.1
1	X301AR	ADD: QTY 1 GPW 8000 RECEIVER
1	X530BH	ADD: VHF (136-174 MHZ)
1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	CA01948AB	ADD: CONVENTIONAL SOFTWARE R--X ONLY
1	CA01950AB	ADD: CONV MULTI-NAC MULTI-PL
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T8343A	BASE RADIO SOFTWARE LICENSING, G-SERIES
2	UA00416AA	ADD: GSERIES RX-P25 DIG CONV
30	DSACC014J50	1/4" ULTRA FLEXIBLE, 50 OHM, CORRUGATED, COPPER OUTER CONDUCTOR, LOW SMOKE NON-HALOGENATED, FIRE RETARDANT, UV STABALIZED, BLACK POLYETHYLENE JACKET
4	DSBNA01450	BNC MALE, PLENUM & ULTRA FLEXIBLE FOR 1/4" CABLE (USE WITH PST014 TOOL)
4	DSNMA01450	N MALE, PLENUM & ULTRA FLEXIBLE FOR 1/4" CABLE (USE WITH PST014 TOOL)
1	DSDSRXONLY	VHF RMC AND FILTERS WALL MNT
1	DSACPDU6N120SN2TT	AC PDU, RACKMOUNT, 6 OUTLETS, SASD PROTECTED, UL1449/R56, 12FT CORD
2	DSJPEXSFP1GELX	SFFP 1KBASE-LX GE OPT
1	T8492A	SITE ROUTER & FIREWALL- AC
1	CA03445AA	ADD: MISSION CRITICAL HARDENING
1	CA03448AA	ADD: STATEFUL FIREWALL
1	T7540A	GPW 8000 RECEIVER

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QTY	NOMENCLATURE	DESCRIPTION
1	CA03863AA	ADD: ASTRO SYSTEM RELEASE 2022.1
1	X301AR	ADD: QTY 1 GPW 8000 RECEIVER
1	X530BH	ADD: VHF (136-174 MHZ)
1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	CA01948AB	ADD: CONVENTIONAL SOFTWARE R--X ONLY
1	CA01950AB	ADD: CONV MULTI-NAC MULTI-PL
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7540A	GPW 8000 RECEIVER
1	CA03863AA	ADD: ASTRO SYSTEM RELEASE 2022.1
1	X301AR	ADD: QTY 1 GPW 8000 RECEIVER
1	X530BH	ADD: VHF (136-174 MHZ)
1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	CA01948AB	ADD: CONVENTIONAL SOFTWARE R--X ONLY
1	CA01950AB	ADD: CONV MULTI-NAC MULTI-PL
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T8343A	BASE RADIO SOFTWARE LICENSING, G-SERIES
2	UA00416AA	ADD: GSERIES RX-P25 DIG CONV
30	DSACC014J50	1/4" ULTRA FLEXIBLE, 50 OHM, CORRUGATED, COPPER OUTER CONDUCTOR, LOW SMOKE NON-HALOGENATED, FIRE RETARDANT, UV STABALIZED, BLACK POLYETHYLENE JACKET
4	DSBNA01450	BNC MALE, PLENUM & ULTRA FLEXIBLE FOR 1/4" CABLE (USE WITH PST014 TOOL)
4	DSNMA01450	N MALE, PLENUM & ULTRA FLEXIBLE FOR 1/4" CABLE (USE WITH PST014 TOOL)
1	DSDSRXONLY	VHF RMC AND FILTERS
1	DSSMX1500XLRT2U	DC POWER SYSTEM, UPS 1500VA 1000W INTERNATIONAL SMART RACKMOUNT AVR 230V C13
1	DSACPDU6N120SN2TT	AC PDU, RACKMOUNT, 6 OUTLETS, SASD PROTECTED, UL1449/R56, 12FT CORD
2	DSJPEXSFP1GELX	SFFP 1KBASE-LX GE OPT
1	T8492A	SITE ROUTER & FIREWALL- AC
1	CA03445AA	ADD: MISSION CRITICAL HARDENING
1	CA03448AA	ADD: STATEFUL FIREWALL
1	T7540A	GPW 8000 RECEIVER
1	CA03863AA	ADD: ASTRO SYSTEM RELEASE 2022.1

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QTY	NOMENCLATURE	DESCRIPTION
1	X301AR	ADD: QTY 1 GPW 8000 RECEIVER
1	X530BH	ADD: VHF (136-174 MHZ)
1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	CA01948AB	ADD: CONVENTIONAL SOFTWARE R--X ONLY
1	CA01950AB	ADD: CONV MULTI-NAC MULTI-PL
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7540A	GPW 8000 RECEIVER
1	CA03863AA	ADD: ASTRO SYSTEM RELEASE 2022.1
1	X301AR	ADD: QTY 1 GPW 8000 RECEIVER
1	X530BH	ADD: VHF (136-174 MHZ)
1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	CA01948AB	ADD: CONVENTIONAL SOFTWARE R--X ONLY
1	CA01950AB	ADD: CONV MULTI-NAC MULTI-PL
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T8343A	BASE RADIO SOFTWARE LICENSING, G-SERIES
2	UA00416AA	ADD: GSERIES RX-P25 DIG CONV
30	DSACC014J50	1/4" ULTRA FLEXIBLE, 50 OHM, CORRUGATED, COPPER OUTER CONDUCTOR, LOW SMOKE NON-HALOGENATED, FIRE RETARDANT, UV STABALIZED, BLACK POLYETHYLENE JACKET
4	DSBNA01450	BNC MALE, PLENUM & ULTRA FLEXIBLE FOR 1/4" CABLE (USE WITH PST014 TOOL)
4	DSNMA01450	N MALE, PLENUM & ULTRA FLEXIBLE FOR 1/4" CABLE (USE WITH PST014 TOOL)
1	DSDSRXONLY	VHF RMC AND FILTERS
1	DSSMX1500XLRT2U	DC POWER SYSTEM, UPS 1500VA 1000W INTERNATIONAL SMART RACKMOUNT AVR 230V C13
1	DSWACM82830D1D	ENCLOSURE, EQUIPMENT. (30U) 60"H X 24"W X 24"D.
1	DSACPDU6N120SN2TT	AC PDU, RACKMOUNT, 6 OUTLETS, SASD PROTECTED, UL1449/R56, 12FT CORD
2	DSJPEXSFP1GELX	SFFP 1KBASE-LX GE OPT
1	T8492A	SITE ROUTER & FIREWALL- AC
1	CA03445AA	ADD: MISSION CRITICAL HARDENING
1	CA03448AA	ADD: STATEFUL FIREWALL
1	T8343A	BASE RADIO SOFTWARE LICENSING, G-SERIES
2	UA00412AA	ADD: GSERIES BR-P25 DIG CONV

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QTY	NOMENCLATURE	DESCRIPTION
50	DSEC450HF	COAXIAL CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE JACKET
4	DSNM50B12X	CONNECTOR, N MALE INTERFACE FOR EC4-50-HF
50	DSEC450HF	COAXIAL CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE JACKET
4	DS4310M50B12X	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50-HF
1	DSDSSTAT93	2 CH VHF RFDS
1	TRN7343A	RACK 7.5'
1	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
1	DQ128268	ISOLATION KIT FOR 19IN RACK WITH PLATES AND GROMMETS
1	DSSMX2200XLRT2U	DC POWER SYSTEM, UPS 2200VA 1600W UPS INTERNATIONAL SMART RACKMOUNT AVR 230V 2UR
1	DS11011188	PDU, 120/240 SPLIT PH OR N+1 REDUNDANT, 60A MAX PER PHASE, SIX DEDICAT
5	DS3750295	BREAKER, 5 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)
10	DS3750296	BREAKER, 10 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)
5	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)
1	DSACPDU6N120SN2TT	AC PDU, RACKMOUNT, 6 OUTLETS, SASD PROTECTED, UL1449/R56, 12FT CORD
2	DSJPEXSFP1GELX	SFFP 1KBASE-LX GE OPT
1	T7039A	BASE RADIO, GTR 8000
1	CA03863AA	ADD: ASTRO SYSTEM RELEASE 2022.1
1	X530BG	ADD: VHF (136-174 MHZ)
1	CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE
1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
1	CA01502AA	ADD: ASTRO 25 CONV SIMULCAST SW
1	CA01950AA	ADD: CONV MULTI-NAC MULTI-PL
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7039A	BASE RADIO, GTR 8000
1	CA03863AA	ADD: ASTRO SYSTEM RELEASE 2022.1
1	X530BG	ADD: VHF (136-174 MHZ)
1	CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE
1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
1	CA01502AA	ADD: ASTRO 25 CONV SIMULCAST SW

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QTY	NOMENCLATURE	DESCRIPTION
1	CA01950AA	ADD: CONV MULTI-NAC MULTI-PL
1	X153AW	ADD: RACK MOUNT HARDWARE
1	DSTRAK4008245101	MOUNTING SHELF FOR 8835 GPS CLOCK
1	DSTRAK88353M	GPS CLOCK, 10MHZ, RUBIDIUM, 48V INCL ANT AND 50' COAX W--DONGLE ADAPTER
1	DSTRAKP001134	AC POWER SUPPLY FOR 8835 GPS CLOCK
1	DSTRAK4702354	LIGHTENING--SURGE SUPPRESSOR (N
1	DSBA4041P	OMNI, EXPOSED DIPOLE ARRAY, 3DBD, 136-174MHZ, PIM RATED
15	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET
2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50
4	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT
15	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET
2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50
225	DSEC550A	COAXIAL CABLE, "A" SERIES 7/8 IN 50 OHM CORRUGATED COPPER W/ BLACK PE
2	DS4310F50V78N1	CONNECTOR, 4.3-10 FEMALE INTERFACE FOR EC5-50-A
5	DSGKNM	STANDARD GROUND KIT FOR 5/8", 7/8" (21.3- 28.7MM) EW85, EW90, WE108, EW127, WE130, E130, EW132 AND WE150 CABLE, INCLUDES 5' LEAD WITH UNATTACHED 3/8" 2- HOLE LUG
8	DSBH78	BH-78 BUTTERFLY HANGER FOR 7/8 AIRCELL COAX, PKG OF 10
1	DSVHF50B43MABU	4.3-10 M/F RF SPD, 100-520MHZ, DC BLOCK, 750W, 20KA, BKT UP
15	DSEC450HF	COAXIAL CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE JACKET
2	DS4310M50B12X	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50-HF
1	T8492A	SITE ROUTER & FIREWALL- AC
1	CA03445AA	ADD: MISSION CRITICAL HARDENING
1	CA03448AA	ADD: STATEFUL FIREWALL
1	T8343A	BASE RADIO SOFTWARE LICENSING, G-SERIES
2	UA00412AA	ADD: GSERIES BR-P25 DIG CONV
50	DSEC450HF	COAXIAL CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE JACKET
4	DSNM50B12X	CONNECTOR, N MALE INTERFACE FOR EC4-50-HF
50	DS4310M50B12X	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50-HF
4	DSNM50B12X	CONNECTOR, N MALE INTERFACE FOR EC4-50-HF
1	DSDSSCHULTE	2 CH VHF RFDS

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QTY	NOMENCLATURE	DESCRIPTION
1	TRN7343A	RACK 7.5'
1	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
1	DQ128268	ISOLATION KIT FOR 19IN RACK WITH PLATES AND GROMMETS
1	DSSMX2200XLRT2U	DC POWER SYSTEM, UPS 2200VA 1600W UPS INTERNATIONAL SMART RACKMOUNT AVR 230V 2UR
1	DS11011188	PDU, 120/240 SPLIT PH OR N+1 REDUNDANT, 60A MAX PER PHASE, SIX DEDICAT
5	DS3750295	BREAKER, 5 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)
10	DS3750296	BREAKER, 10 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)
5	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)
1	DSACPDU6N120SN2TT	AC PDU, RACKMOUNT, 6 OUTLETS, SASD PROTECTED, UL1449/R56, 12FT CORD
2	DSJPEXSFP1GELX	SFFP 1KBASE-LX GE OPT
2	DS100322	TESSCO SKU: 240212 UNIVERSAL 6' SIDE ARM, 1-1/4" TO 4-1/2" OD
1	T7039A	BASE RADIO, GTR 8000
1	CA03863AA	ADD: ASTRO SYSTEM RELEASE 2022.1
1	X530BG	ADD: VHF (136-174 MHZ)
1	CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE
1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
1	CA01502AA	ADD: ASTRO 25 CONV SIMULCAST SW
1	CA01950AA	ADD: CONV MULTI-NAC MULTI-PL
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7039A	BASE RADIO, GTR 8000
1	CA03863AA	ADD: ASTRO SYSTEM RELEASE 2022.1
1	X530BG	ADD: VHF (136-174 MHZ)
1	CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE
1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
1	CA01502AA	ADD: ASTRO 25 CONV SIMULCAST SW
1	CA01950AA	ADD: CONV MULTI-NAC MULTI-PL
1	X153AW	ADD: RACK MOUNT HARDWARE
1	CA00952AA	ADD: QUANTAR RETROFIT HARDWARE

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QTY	NOMENCLATURE	DESCRIPTION
1	DSTRAK88353M	GPS CLOCK, 10MHZ, RUBIDIUM, 48V INCL ANT AND 50' COAX W--DONGLE ADAPTER
1	DSTRAKP001134	AC POWER SUPPLY FOR 8835 GPS CLOCK
1	DSTRAK4702354	LIGHTENING--SURGE SUPPRESSOR (N
1	DSCSA2041P	DIRECTIONAL DIPOLE ARRAY, 9DBD, 62DEG BW, 148-174MHZ, PIM RATED
15	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET
2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50
2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT
200	DSEC550A	COAXIAL CABLE, "A" SERIES 7/8 IN 50 OHM CORRUGATED COPPER W/ BLACK PE
2	DS4310F50V78N1	CONNECTOR, 4.3-10 FEMALE INTERFACE FOR EC5-50-A
5	DSGKNM	STANDARD GROUND KIT FOR 5/8", 7/8" (21.3- 28.7MM) EW85, EW90, WE108, EW127, WE130, E130, EW132 AND WE150 CABLE, INCLUDES 5' LEAD WITH UNATTACHED 3/8" 2- HOLE LUG
1	DSHG78L	HOISTING GRIP, PRE-LACED, 7/8 IN CORRUGATED COAX
7	DSBH78	BH-78 BUTTERFLY HANGER FOR 7/8 AIRCELL COAX, PKG OF 10
1	DSVHF50B43MABD	4.3-10 M/F RF SPD, 100-520MHZ, DC BLOCK, 750W, 20KA, BKT DN
15	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET
2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50
1	DSCSA2041P	DIRECTIONAL DIPOLE ARRAY, 9DBD, 62DEG BW, 148-174MHZ, PIM RATED
15	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET
2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50
2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT
200	DSEC550A	COAXIAL CABLE, "A" SERIES 7/8 IN 50 OHM CORRUGATED COPPER W/ BLACK PE
2	DS4310F50V78N1	CONNECTOR, 4.3-10 FEMALE INTERFACE FOR EC5-50-A
5	DSGKNM	STANDARD GROUND KIT FOR 5/8", 7/8" (21.3- 28.7MM) EW85, EW90, WE108, EW127, WE130, E130, EW132 AND WE150 CABLE, INCLUDES 5' LEAD WITH UNATTACHED 3/8" 2- HOLE LUG
1	DSHG78L	HOISTING GRIP, PRE-LACED, 7/8 IN CORRUGATED COAX
7	DSBH78	BH-78 BUTTERFLY HANGER FOR 7/8 AIRCELL COAX, PKG OF 10

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QTY	NOMENCLATURE	DESCRIPTION
1	DSVHF50B43MABU	4.3-10 M/F RF SPD, 100-520MHZ, DC BLOCK, 750W, 20KA, BKT UP
15	DSEC450HF	COAXIAL CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE JACKET
2	DS4310M50B12X	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50-HF

2.2 Mobiles

QTY	NOMENCLATURE	DESCRIPTION
7	M37TSS9PW1AN	MOBILE RADIO APX8500 ALL BAND MP
7	W665BF	ADD: BASE STATION OP APX
7	G91AF	ADD: CNTRL STATION PWR SUPPLY
7	G48BB	SOFTWARE LICENSE ENH: CONVENTIONAL OPERATION APX
7	G66BN	ADD: DASH MOUNT E5
7	QA06397AA	DEL: GPS ACTIVATION APX
7	QA05336AA	DEL: DELETE BLUETOOTH
7	G142AD	ADD: NO SPEAKER APX
7	GA05507AA	DEL: DELETE 7/800MHZ BAND
7	GA05509AA	DEL: DELETE UHF BAND
7	GA09000AA	ADD: DIGITAL TONE SIGNALING
7	G89AC	ADD: NO RF ANTENNA NEEDED
7	G444AH	ADD: APX CONTROL HEAD SOFTWARE
7	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED
7	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX
7	GA01670AA	ADD: APX E5 CONTROL HEAD
7	QA09113AB	ADD: BASELINE RELEASE SW
7	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)
7	W382AM	ADD: CONTROL STATION DESK GCAI MIC
7	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC
1	G90AC	ADD: NO MICROPHONE NEEDED APX
1	G48BB	SOFTWARE LICENSE ENH: CONVENTIONAL OPERATION APX
1	GA01787AB	ADD: APX8500 CONSOLETTE ETHERNET
1	CA01598AB	ADD: AC LINE CORD US
1	GA05507AA	DEL: DELETE 7/800MHZ BAND
1	GA05509AA	DEL: DELETE UHF BAND

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QTY	NOMENCLATURE	DESCRIPTION
1	GA09000AA	ADD: DIGITAL TONE SIGNALING
1	L999AG	ADD: FULL FP W/E5/KEYPAD/CLOCK/VU
1	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX
1	QA09113AB	ADD: BASELINE RELEASE SW
1	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)
1	GA00318AB	ADD: 5Y ESSENTIAL SERVICE
1	HKN6233C	MOBILE RADIO APX CONSOLETTE RACK MOUNT KIT
1	HKN6184C	MOBILE RADIO USB PROGRAMMING CABLE
MCD 5000 Deskset System		
1	HKVN4865A	SOFTWARE LICENSE MCD5000 AND DOCUMENTATION
1	HKVN4861A	LICENSE, MCD 5000 DESKSET SYSTEM CONFIG TOOL
1	F2380A	MCD5000 DESKSET
1	FHN7469A	MCD5000 DESKSET/RGU POWER SUPPLY W/USAPOWER CORD

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Section 3

Statement of Work

3.1 Overview

This Statement of Work (SOW) describes the deliverables to be furnished to South San Joaquin County Fire Authority. The tasks described herein will be performed by Motorola Solutions, its subcontractors, and South San Joaquin County Fire Authority to implement the solution described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for Motorola Solutions, and South San Joaquin County Fire Authority during the project implementation. Specifically, this SOW provides:

- A description of the responsibilities for Motorola Solutions, and South San Joaquin County Fire Authority.
- A preliminary implementation timeline highlighting a three-phased approach. Each phase will consist of the installation of roughly one-third of the proposed RF infrastructure and subscriber units.
- The assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by all parties to ensure a successful project implementation. In particular, Motorola Solutions has made assumptions of the sites to be used for the new system. Should any of the sites change, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, and any other change orders that may occur during the execution of the project.

3.2 Responsibility Matrix

Motorola will use a phased approach for successfully implementing the proposed equipment.

These phases are broken down by:

- Project Initiation
- Site Preparation and Development
- System Installation
- System Optimization and Testing

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Tasks	Motorola Solutions	South San Joaquin County Fire Authority
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents within 7 to 10 business days.		X
Conduct all project work Monday thru Friday, 8 a.m. to 5:00 p.m. local time with the exception of Motorola Solutions' and the South San Joaquin County Fire Authority's holidays.	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		

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Tasks	Motorola Solutions	South San Joaquin County Fire Authority
Design Review		
Review the South San Joaquin County Fire Authority's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that South San Joaquin County Fire Authority's sites can accommodate proposed equipment.		X
Provide all approvals required to add the proposed equipment at the proposed sites		X
Review safety, security, and site access procedures.	X	
Finalize site acquisition and development plan.	X	
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	X	
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Provide minimum acceptable performance specifications for South San Joaquin County Fire Authority's provided hardware, software, LAN, WAN and internet connectivity.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
SITE PREPARATION AND DEVELOPMENT		
FCC Licensing (Customer Responsibility)		
Provide frequency and radio information for each existing site.		X

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Tasks	Motorola Solutions	South San Joaquin County Fire Authority
Assume liability and responsibility for providing all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Complete the required number of 601 forms for frequency coordination and licensing.	`	X
Track Applications through frequency coordination and FCC approval.		X
Ensure that frequency availability and licensing meet project requirements, and pay licensing and frequency coordination fees.		X
Deliverable: FCC Licensing completed.		
SITE PREPARATION AND DEVELOPMENT		
Site Access		
Provide site acquisition for the proposed sites.		X
Provide Zoning for the proposed sites as needed.		X
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.		X
Maintain access roads in order to provide clear and stable entry to sites for heavy-duty construction vehicles, cement trucks and cranes. Ensure that sufficient space is available at the site for these vehicles to maneuver under their own power, without assistance from other equipment. No special equipment is required for transport and installation at all sites.		X
Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.		X
Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.		
Site Planning		
Provide necessary buildings, equipment shelters, and towers for installation of system equipment.		X
Ensure that required rack space is available for installation of the new equipment.		X
Ensure that required space is available on the tower or antenna mounting structure at the proposed height.		X
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.	X	

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Tasks	Motorola Solutions	South San Joaquin County Fire Authority
Provide adequate electrical power in proper phase and voltage at sites.		X
Provide backup power, as required (i.e., UPS, generator, batteries, etc.).		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Provide power to the top of each proposed rack.		X
Provide appropriately sized breakers in the AC panel at sites to support the needs of the proposed system including the installation of conduit and outlets at each location, as needed.		X
Provide as-built structural and foundation drawings of the structures and site locations, along with geotechnical reports, in order to facilitate a structural analysis.		X
Perform structural analysis for Schulte Road to confirm that it is capable of supporting proposed and future antenna loads.		X
Modify towers or other structures, or relocate sites in the system, to ensure that they are capable of supporting proposed and future antenna loads.		X
Conduct site walks to collect pertinent information (e.g., location of telco, power, structures, etc.)	X	
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.		X
Conduct one three-point ground resistance test of each site (total of 9 sites).	X	
Deliverable: Information and permitting requirements completed at each site.		
General Facility Improvements		
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Provide structure penetrations (wall or roof) for transmission equipment (e.g., antenna coaxial cables, waveguide for microwave radios, control station antennas etc.).		X
Supply interior building cable trays, raceways, conduits, and wire supports.		X
Correct any R56 deficiencies.		X
Transport removed site equipment to a location designated by South San Joaquin County Fire Authority and within their jurisdiction.		X

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Tasks	Motorola Solutions	South San Joaquin County Fire Authority
Deliverable: Sites meet physical requirements for equipment installation.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for the system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
Equipment Shipment and Storage		
Provide a secure, temperature-controlled location for solution equipment.		X
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.		X
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
General Installation		
Confirm site readiness for installs.	X	
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Provide space to install proposed racks at each site. If equipment re-racking is required into existing racks, additional scope and costs may be incurred.		X
Install all proposed RF fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes. Some downtime can be expected during the cutover process. Close co-ordination will be needed between MSI and South San Joaquin County Fire to minimize impact as much as possible.	X	

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Tasks	Motorola Solutions	South San Joaquin County Fire Authority
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet. Unless noted otherwise in the proposal, network cable lengths are assumed to be 15 feet or less, and to be run within the same equipment room. Also, up to 2 network cables are assumed per site.	X	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to the provided ground system within 15 feet.	X	
Label Motorola-supplied equipment, racks, and cables.	X	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	
Note any required changes to the installation for inclusion in the “as-built” system documentation.	X	
Decommissioning/removal of old equipment.	X	
Transport and dispose of old equipment.		X
Deliverable: Equipment installed.		
Site Link Assessment		
Verify nine (9) site link performances, prior to the interconnection of the solution equipment to the link equipment. Site links will be tested once. If the links do not pass the audit, a change order will be processed to perform link audits a second time after the customer resolves the link issues and prior to cutover.	X	
Provide connectivity test results to confirm specification compliance before equipment installation. • Layer 3 equipment is recommended for all links. • Provide 24-hour test compliance, per Motorola specification. • Provide IT contact representative for backhaul-related requirements	X	
Motorola Solutions will not perform any work on non-Motorola Solutions owned equipment.		X
Provide information on customer AT&T switched ethernet for evaluation purposes.		X
Evaluate customer’s network from an IT perspective.	X	

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Tasks	Motorola Solutions	South San Joaquin County Fire Authority
Deliverable: Site Link Assessment completed and findings are presented to South San Joaquin County Fire Authority.		
Antenna and Transmission Line Installation		
Install (2) antennas and transmission lines at Schulte Road, and (2) antenna replacements at Tracy PD. Unless otherwise noted, standard antenna mounts are included. Any custom antenna mounts will results in a CO.	X	
Install (1) antenna and transmission line for Station 93 rooftop.	X	
Provide structure penetrations for transmission equipment (e.g., antennas & microwave line.).	X	
Perform sweep tests on all transmission lines.	X	
Provide and install attachment hardware for supporting transmission lines on antenna support structure.	X	
Supply and install ground buss bar at building entry point (Station 90, River Club, Station 93, Station 95, and Station 97)	X	
Deliverable: Antenna and Transmission Line installed.		
ASTRO 25 Core and Remote Site Configuration		
Provide backhaul connectivity and associated equipment for increasing the bandwidth to support the new 9 RF sites via the Stockton dispatch connection.		X
Provision and configure ASTRO 25 system to support the new RF sites.	X	
Integrate the RF sites into the system to ensure proper operation.	X	
Configure existing NICE logger for 2 new digital channels for South San Joaquin County Fire Authority.		X
Deliverable: ASTRO 25 core and remote site equipment installation completed.		
APX 8500 Mobile Control Station Installation and Configuration		
Provide the locations for the APX Consolette and APX 8500 mobile control stations at Stockton FD, Station 92, Station 93, Station 94, Station 95, Station 96, and Station 97.		X
Provide adequate space, grounding, and power for the control station installation.		X
Properly ground the cabling, which will be run to the outdoor antenna location using the least obtrusive method.		X

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Tasks	Motorola Solutions	South San Joaquin County Fire Authority
Install RF local control stations identified in the equipment list.	X	
Provide existing control station codeplug or provide a list of channels (and associated parameters) to program the proposed control stations.		X
Develop new codeplug for APX8500 based on existing control stations.	X	
Perform control station programming.	X	
Remove existing control stations.		X
Deliverable: Control station equipment installation completed.		
Spectrum Watch Kit by dBSpectra		
Provide portable test equipment required to perform spectrum fingerprinting and noise floor monitoring at 3 VHF sites with a maximum of 20 channels per site.	X	
Establish an agreed upon bandwidth for the collection of all site data.	X	
Build up special RX filter to pass the new RX channels.	X	
Provide ship to location capable of receiving a pallet, if needed.		X
Provide site frequency information.		X
Provide information necessary or otherwise reasonably requested by dBSpectra to plan deployment at least 6 weeks prior to deployment.		X
Space & AC power must be available in shelter to house test equipment.		X
Connection will be made to existing RMCs.	X	
Provide any site safety rules prior to arrival.		X
Provide safe access to sites.		X
Provide the following resources: A) Any escort, security personnel, or labor resources necessary to enable access to required work areas on site. B) Provide a resource to accompany Motorola/dBSpectra resource at all times at the site for safety. C) Motorola is not responsible for any cost associated with use of the County resources.		X
Spectrum Fingerprinting and Noise Floor Monitoring will be performed one time only at each site. Services will be performed at one site after another in a consecutive fashion.	X	

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Tasks	Motorola Solutions	South San Joaquin County Fire Authority
Review any unexpected high-level carriers that may appear during the 24-hour measurement that pass through the RX filter system. These carriers can degrade test results requiring a repeat of the test and/or or additional data processing. These may result in additional costs to be captured via a change order.	X	
SYSTEM OPTIMIZATION AND TESTING		
R56 Site Audit		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions' R56 Standards and Guidelines for Communication Sites.	X	
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Reconfigure and reoptimize 3rd party equipment that is not part of the Motorola Solutions scope of work.		X
Deliverable: Completion of System Optimization.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	

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Tasks	Motorola Solutions	South San Joaquin County Fire Authority
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
If any major task as contractually described fails, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Document all issues that arise during the acceptance tests.	X	
Document the results of the acceptance tests and present to the Customer for review.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Deliverable: Completion of functional testing and approval by South San Joaquin County Fire Authority.		
Cutover		
Finalize Cutover Plan.	X	X
Calibrate and tune existing mobile and portable radios to ensure good working order.		X
Provide Motorola Solutions with user radio information for input into the system database and activation, as required.		X
Provide programming of user radios and related services (i.e., template building, re-tuning, testing and installations), as needed, during cutover period.		X
Conduct a cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for the cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X
Cutover users and ensure that user radios are operating on the system.		X
Resolve punch list items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punch list items by providing support, such as access to the sites, equipment and system, and approval of the resolved punch list items.		X

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Tasks	Motorola Solutions	South San Joaquin County Fire Authority
Deliverable: Migration to new system completed, and punch list items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	**X**	
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	**X**	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	**X**	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		**X**
Deliverable: Service information delivered and approved by South San Joaquin County Fire Authority.		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	**X**	
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: ▪ Site Block Diagrams. ▪ Site Equipment Rack Configurations. ▪ Antenna Network Drawings for RF Sites (where applicable). ▪ ATP Test Checklists. ▪ Functional Acceptance Test Plan Test Sheets and Results. ▪ Equipment Inventory List. ▪ Maintenance Manuals (where applicable). ▪ Technical Service Manuals (where applicable). ▪ Drawings will be delivered in Adobe PDF format.	**X**	
Receive and approve documentation.		**X**
Execute Final Project Acceptance.	**X**	**X**
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

NOTE: Final Project Acceptance shall be deemed successful when the ATP tests pass. The Customer and Motorola Solutions mark the event by signing and dating the Final System Acceptance milestone certificate.

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3.3 Assumptions

Motorola has made several assumptions in preparing this proposal, which are noted below. To provide a firm quote Motorola will need to verify all assumptions or seek alternates if any are invalid.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56 - Standards and Guidelines for Communication Sites.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, appropriate internet access, and site grounding to support the requirements of the system described.
- All existing towers will have adequate space and size to support the antenna network requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of the Customer.
- Any tower stress analysis or tower upgrade requirements are the responsibility of the Customer.
- Approved FCC licensing will be provided by Customer.
- Frequencies for the system shall be available and are provided by Customer.
- Approved Local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the Customer.
- Any required system interconnections not specifically outlined here will be provided by Customer. These may include dedicated phone circuits, microwave links, or other types of connectivity.
- No coverage guarantee is included in this proposal.
- Motorola is not responsible for interference caused or received by the Motorola-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should your system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- FSA support is not included in this proposal and any FSA support needed by the customer would result in a Change Order.
- Motorola's demarc for the FSA is the cable on the back of the Motorola APX8500.
- Motorola demarc for the LMR equipment will be at the top of the rack.
- In order to save costs, Spectrum Fingerprinting will only be performed at the three (3) TX/RX simulcast sites. If the customer wants all the sites Spectrum Fingerprinted, this can be done with a change order.
- South SJC Fire/Stockton FD will be responsible for updating any 3rd party connections. If any existing Fire Alerting interfaces, Logging, or CAD connections need to be updated to connect to new South SJC-FD digital channels, customer is responsible.
- Work is performed on non-holidays during normal business hours, Monday – Friday, 8am – 5pm.
- Performance bond is not required.
- Prevailing wage is required.
- Union labor is not required.

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Section 4

Project Schedule

Motorola estimates the project implementation to be approximately 12-18 months from Contract

Execution to Final Acceptance. As part of the Design Review and Implementation Planning, the implementation project schedule will be fine-tuned by Motorola's Project Manager with

Wallowa County Sheriff's Office. Please note that the implementation schedule will be highly dependent on equipment shipment lead times, resource availability and site readiness.

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Section 5

Acceptance Test Plan

Radio to Radio Features

5.1.1 Conventional Radio Resource Call - Clear Mode

1. DESCRIPTION

Subscribers can communicate to each other through a repeater that is selected via the channel selector on the individual radio.

The signals that are received from the subscriber radio are repeated so that other radios on that channel will be able to hear and participate in the conversation.

SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1
RADIO-1 - CONVSITE 1
RADIO-2 - CONVENTIONAL CHANNEL 1
RADIO-2 - CONVSITE 1

2. TEST

Step 1. Initiate a CONVENTIONAL CHANNEL 1 call on RADIO-1.

Step 2. Verify RADIO-2 can monitor and respond to the call on CONVENTIONAL CHANNEL 1.

Step 3. Initiate a CONVENTIONAL CHANNEL 1 call on RADIO-2.

Step 4. Verify RADIO-1 can monitor and respond to the call on CONVENTIONAL CHANNEL 1.

Step 5. Repeat above tests for each repeater channel.

VERSION #1.050

Pass____ Fail____

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Radio to Radio Features

5.1.2 Conventional Radio Resource Via Comparator

1. DESCRIPTION

A comparator will vote all receive capable sites and transmit on specified transmit capable sites. Because a comparator will construct a signal from multiple sites, it is necessary to test each site individually.

SETUP

RADIO-1 - SITE 1
RADIO-2 - SITE 1

VERSION #1.040

2. TEST

Step 1. Disable all sites on the comparator except SITE 1.

Step 2. Verify communications between RADIO-1 and RADIO-2.

Step 3. Disable SITE 1 and enable the next site. Change the channel on the subscriber if necessary.

Step 4. Verify communications between RADIO-1 and RADIO-2.

Step 5. Repeat steps 3 & 4 until all sites on the comparator have been individually tested.

Step 6. Enable all sites on the comparator.

Step 7. Verify communications between RADIO-1 and RADIO-2 with all sites enabled.

Pass____ Fail____

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5.2 Signoff Certificate

By their signatures below, the following witnesses certify they have observed the system Acceptance Test Procedures.

Signatures

WITNESS: _____Date: _____

Please Print Name: _____ _____
Initials:

Please Print Title: _____

WITNESS: _____Date: _____

Please Print Name: _____ _____
Initials:

Please Print Title: _____

WITNESS: _____Date: _____

Please Print Name: _____ _____
Initials:

Please Print Title: _____

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Section 6

Service & Warranty Plan

6.1 Overview

Motorola Solutions is proposing our Essential Services for ASTRO® 25 infrastructure to provide with the support needed to detect and resolve unforeseen issues. Essential Services consist of the following elements:

- Remote Technical Support
- Network Hardware Repair
- Security Update Service (SUS)

Together, these elements will help to avoid operational disruptions and maintain the value of South San Joaquin County Fire Authority's communications investment.

6.2 Essential Element Descriptions

The following sections describe the elements proposed for South San Joaquin County Fire Authority's ASTRO 25 infrastructure.

6.2.1 Remote Technical Support

Motorola Solutions' Centralized Managed Support Operations (CMSO) will provide Remote Technical Support for infrastructure issues that require specific technical expertise. Experienced technical support specialists will be available to consult with South San Joaquin County Fire Authority to help diagnose, troubleshoot and resolve infrastructure issues. Service Desk maintenance procedures and incident resolution techniques are based on ISO 9001 and TL 9000 standards.

6.2.2 Network Hardware Repair

To restore South San Joaquin County Fire Authority's ASTRO 25 network components if they malfunction, Motorola Solutions will repair Motorola Solutions-provided infrastructure equipment. This includes select third-party infrastructure equipment supplied by Motorola Solutions. Motorola Solutions will ship and return repaired equipment, and will coordinate the repair of third-party solution components.

6.2.3 Security Update Service

Commercial security software updates are often designed without consideration for specialized systems like radio communications networks. Therefore, they may at sometimes inadvertently disrupt ASTRO 25 networks such as the one proposed to South San Joaquin County Fire Authority. Motorola Solutions will test anti-virus, operating system and other software patches to check their compatibility with ASTRO 25.

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Once tested, Motorola Solutions will post the updates to a secured extranet website and send an email notification to South San Joaquin County Fire Authority. If there are any recommended configuration changes, warnings or workarounds, Motorola Solutions will provide detailed documentation along with the updates on the website. When tested updates have been posted, South San Joaquin County Fire Authority will need to download and install them.

6.3 Motorola Solutions Service Delivery Ecosystem

Essential Services are delivered through a tailored combination of field service personnel, centralized teams, product repair depots and Customer Hub. These service resources will collaborate to swiftly analyze network issues, accurately diagnose root causes, and efficiently resolve issues to return the network to normal operation.

Motorola Solutions services will be delivered by staff experienced in servicing mission-critical networks. Motorola Solutions uses the Information Technology Infrastructure Library (ITIL) framework to define service tasks based on industry-recognized best practices. As staff perform tasks, service incident information will be available to South San Joaquin County Fire Authority's administrators and personnel through Customer Hub.

Service activities and Motorola Solutions' service team are described in more detail below.

6.3.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations (CMSO) organization. This TL 9000/ISO 9001-certified organization is staffed 24x7x365 by experienced service desk specialists, security analysts and operations managers. The CMSO houses critical central functions, including the Service Desk.

The CMSO Service Desk will serve as a single point of contact for services. It processes service requests, service incidents, change requests, and dispatching. The Service Desk communicates necessary information to stakeholders, bridging communications among South San Joaquin County Fire Authority, Motorola Solutions, and third-party subcontractors.

Service Desk teams record, track, and update incidents through the Motorola Solutions Customer Relationship Management (CRM) system. They document and respond to inquiries, requests, concerns and service tickets. When an incident is initiated, the CMSO will engage with teams to resolve that incident. The CMSO will escalate to new teams when needed. Depending on the incident, the CMSO will coordinate incident resolution with local field service and authorized repair depots.

6.3.2 Repair Depot

The Motorola Solutions Repair Depot will provide South San Joaquin County Fire Authority with a central repair location. This will eliminate the need to send network equipment to multiple vendor locations for repair. Motorola Solutions tracks products sent to the Depot via a case management system throughout the repair process. This system will enable South San Joaquin County Fire Authority's to check repair status, from inbound shipment to return.

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6.3.3 Customer Support Manager

A Motorola Solutions Customer Support Manager (CSM) will be South San Joaquin County Fire Authority's key point of contact for the definition and administration of services. The CSM will work with South San Joaquin County Fire Authority's to define service delivery details to address South San Joaquin County Fire Authority's specific priorities.

6.3.4 Customer Hub

To provide South San Joaquin County Fire Authority's with quick access to service details, Motorola Solutions will provide our Customer Hub online network information tool. Customer Hub provides our customers with real-time critical network and services information through an easy-to-use graphical interface.



Figure 6-1: Customer Hub offers real-time, role-based access to critical network and services information

With Customer Hub, South San Joaquin County Fire Authority's administrators will be able to monitor system health and maintenance updates. Capabilities include:

- Viewing network and support compliance
- Viewing incident reports
- Updating and creating incidents
- Checking system update status
- Receiving pro-active notifications regarding updates

Available 24x7x365 from any web-enabled device, the information provided by Customer Hub will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.

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Section 7

System Upgrade Agreement II

The System Upgrade Agreement II (SUA II) service provides public safety radio system release updates on a consistent, budgeted plan. These updates maintain reliable network operations and cybersecurity protection. In addition, SUA II keeps your ASTRO 25 network compatible with expansion elements, as well as new products or features. With SUA II, your network will remain on a release that qualifies for support services.

Motorola Solutions will deliver SUA II in two-year periods, with up to one update in each period. The SUA II service includes the following:

- **Software Release Updates** - Motorola Solutions-certified software that improves network functions over previous releases. This also includes commercial operating system and application software updates.
- **Hardware Update** – When needed to support a software release update, Motorola Solutions provides new hardware. New hardware will both support the new software update, as well as maintain existing functions and features.
- **Professional Implementation Services** – Motorola Solutions will plan and implement updates at the Customer site. This includes factory integration, testing, and supply chain management for new software and hardware.

With these services, the Customer will have access to the technology, support, and planning expertise needed for an effective upgrade.

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Section 8

Pricing Summary

Motorola is pleased to provide the following equipment and services as a part of this proposal.

8.1 Equipment and Services

Description	Price ($)
Equipment	$964,369
Sourcewell Equipment Discount	(-$137,533)
Equipment Subtotal	**$826,835**
System Integration and Services	$1,364,678
System Total	**$2,191,514**
System Discount	(-$261,514)
System Subtotal	**$1,930,000**
Estimated Total (Based on 8.25% of equipment after discount)	$68,214
System Total with Tax (Price is valid for 60 days)	**$1,998,214**

8.2 Maintenance & Lifecycle Services (Optional)

Services	Year 2	Year 3	Year 4	Year 5	TOTAL
Essential Package	$30,250	$31,460	$32,718	$34,028	**$128,456**
SUA II	$38,857	$39,646	$40,467	$41,320	**$160,290**
Total	$69,107	$71,106	$73,185	$75,348	**$288,746**

Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.

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8.3 Payment Terms

Contract Price. The Contract Price in U.S. dollars is $_____

Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Motorola reserves the right to make partial shipments of equipment and invoice for partial shipment. Overdue invoices will bear simple interest at the maximum allowable rate.

Motorola Solutions will use the following major milestones of the project for financial billing for the System.

1. 25% of the Contract Price due upon Contract Execution (due upon effective date);
2. 60% of the Contract Price due upon shipment of equipment from Staging;
3. 10% of the Contract Price due upon installation of equipment; and
4. 5% of the Contract Price due upon Final Acceptance.

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

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Section 9

Contractual Documentation

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the "**MCA**") is entered into between Motorola Solutions, Inc., and affiliated companies, with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity purchasing Products (as defined below) from Motorola ("**Customer**"). Motorola and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**". This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product from Motorola, and (b) the date of the last signature on the Agreement (the "**Effective Date**").

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer's purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this MCA (each an "**Addendum**", and collectively the "**Addenda**"). This MCA, the applicable Addenda, and Proposal collectively form the Parties' "**Agreement**".

1.2. Order of Precedence. In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

2. Definitions.

"**Authorized Users**" means Customer's employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

"Change Order" means a written amendment to this Agreement after the Effective Date.

"Communications System" is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

"Contract Price" or "**Fees**" means the charges applicable to the Products, excluding applicable sales or similar taxes and freight charges.

"**Confidential Information**" means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

"Customer Data" has the meaning given to it in the DPA.

"**Customer-Provided Equipment**" means components, including equipment and software, not provided by Motorola which may be used with the Products.

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"**Data Processing Addendum**" or "**DPA**" means the Motorola Data Processing Addendum applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

"Documentation" means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

"Equipment" means hardware provided by Motorola.

"Equipment Lease-Purchase Agreement" means the agreement by which Customer finances all or a portion of the Contract Price.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.

"Integration Services" means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

"Licensed Software" means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

"**Lifecycle Management Services**" or "**LMS**" means upgrade services as set out in the applicable Proposal.

"Maintenance and Support Services" means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.

"Motorola Data" means data owned by Motorola and made available to Customer in connection with the Products;

"Motorola Materials" means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

"Non-Motorola Materials" means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.

"Proposal" means solution descriptions, pricing, equipment lists, statements of work ("**SOW**"), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan ("**ATP**"); a "Payment" Form (Communications System purchase only); or a "System Acceptance Certificate" (Communications System only), depending on the Products purchased by Customer.

"Products" or **"Product"** is how the Equipment, Licensed Software and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as "Products", or individually as a "Product").

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"Professional Services" are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

"Prohibited Jurisdiction" means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

"Services" means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.

"Service Completion Date" means the date of Motorola's completion of the Services described in a Proposal.

"Service Use Data" has the meaning given to it in the DPA.

"Site" or **"Sites"** means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.

"**Software-as-a-Service**" or "**SaaS**" means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

"Software System" means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided by or made available to Customer by Motorola.

"**Subscription**" means a recurring payment for Products, as set out in the Proposal.

"Subscription Services" or "**Recurring Services**" means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

"Term" means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

3. Products and Services.

3.1. Products. Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement. All Licensed Software is provided pursuant to the terms of the Software License Agreement.

3.2. Services.

3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.

3.2.2. Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the Maintenance, Support and Lifecycle Management Addendum.

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola's Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.

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3.2.4. Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.

3.2.5. Professional Services

3.2.5.1. Additional Service Terms. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, Additional Services Terms apply.

3.3. Additional Product Terms. If the Products include one of the following Products or Product types, additional terms apply as found in the below links:
Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software

Drone related Products

Comparison Manager

Data licensed from Motorola

3.4. Non-Preclusion. If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

3.5. Customer Obligations. Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

3.6. Documentation. Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.

3.7. Motorola Tools and Equipment. As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.

3.8. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.

3.9. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a

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company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

3.10. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

4. Term and Termination.

4.1. Term. The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.

4.1.1. Subscription Terms. Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the "**Initial Subscription Period**") and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.

4.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.

4.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.

4.4. Suspension of Services. Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

4.5. Wind Down of Subscription. In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.

4.6. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products

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already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4.7. Equipment. In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment, Invoicing, Delivery and Risk of Loss

5.1. The Contract Price of $_____, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

5.2. Fees. Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.

5.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

5.4. Invoicing. Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.

5.5. Payment. Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's delivery of Licensed Software, Customer access to SaaS, or upon System Completion

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Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future deliveries of Products if Customer fails to make any payments when due.

5.6. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name:_____
Address:_____
Phone:_____

E-INVOICE. To receive invoices via email:

Customer Account Number:_____
Customer Accounts Payable Email:_____
Customer CC (optional) Email:_____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name:_____
Address:_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name:_____
Address:_____
Phone:_____

Customer may change this information by giving written notice to Motorola.

5.7. Delivery, Title and Risk of Loss**.** Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

5.8. Delays. Any shipping dates set forth in a Proposal are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

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5.9. Future Regulatory Requirements. The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.

5.10. Resale of Equipment. Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

6. Sites; Customer-Provided Equipment; Non-Motorola Materials.

6.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

6.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. Site Issues. Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.

6.4. Customer-Provided Equipment. Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.

6.5. Non-Motorola Materials. In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing,

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using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.

6.6. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).

6.7. Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's terms and conditions will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.

6.8. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain third party flow-down terms applicable to Motorola Products may apply.

6.9. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.

6.10. API and Client Support. Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

7. Representations and Warranties.

7.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

7.2. System Warranty. Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "**Warranty Period**").

7.3. Communications Systems. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal.

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Support for the Licensed Software will be in accordance with Motorola's established Software Support Policy ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.

7.4. SaaS. SaaS Products do not qualify for the System Warranty above.

7.5. Motorola Warranties - Services. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.

7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

7.7. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.

7.8. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

7.9. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS-THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7.10. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLECT; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT

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OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

8. Indemnification.

8.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

8.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

8.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).

8.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

8.2.3. This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.

8.3. Customer Indemnity. To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand,

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action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

9. Limitation of Liability.

9.1. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUCH RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE PRODUCT DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

9.2. EXCLUSIONS FROM LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH SOFTWARE-AS-A-SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

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9.3. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

10. Confidentiality.

10.1. Confidential Information. Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's Confidentiality Terms apply to information shared between the Parties.

11. Proprietary Rights; Data; Feedback.

11.1. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

11.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the DPA.

11.3. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

11.4. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

12. Acceptance

12.1. Communications System Acceptance**.** Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material

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issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with Beneficial Use deemed to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

13. Force Majeure; Delays Caused by Customer.

13.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

13.2. Delays Caused by Customer. Motorola's performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

14. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):

14.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

14.2. Negotiation; Mediation. The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.

14.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

15. General.

15.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies)

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required for its and its Authorized Users' use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.

15.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.

15.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

15.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

15.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

15.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

15.8. Interpretation. The section headings in this Agreement are included only for convenience The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt

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requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

15.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

15.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.

15.12. Entire Agreement. This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola Solutions, Inc.	**Customer: _____**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

AUTHORIZING AN APPROPRIATION OF $780,134 TO FUND THE CITY'S COST SHARE FOR THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY RADIO SYSTEM UPGRADE

WHEREAS, the South San Joaquin County Fire Authority (SSJCFA) is a Joint Powers Authority formed between the City of Tracy and the Tracy Rural Fire Protection District to provide fire protection and emergency services; and

WHEREAS, SSJCFA is upgrading its radio communication system to a digital simulcast network to enhance firefighter safety, regional interoperability, and system coverage; and Whereas, the City Council previously authorized an appropriation of $468,750 as the City of Tracy's 62.5% share of the initial estimated cost of $750,000 for the system upgrade; and

WHEREAS, a comprehensive engineering assessment and design by Motorola Solutions has revised the total project cost to $1,998,214, and has eliminated the need for two previously contemplated radio towers (each estimated at $750,000); and

WHEREAS, the revised total City share of the project is $1,248,884, of which $468,750 has already been appropriated, leaving a balance of $780,134 in additional funding required; and

WHEREAS, the City's cost share will be transferred to SSJCFA to procure and implement the revised radio system upgrade, in accordance with the terms of the Joint Powers Agreement; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves and appropriates $780,134 from the General Fund to fulfill the City of Tracy's 62.5% cost share of the revised $1,998,214 SSJCFA radio system upgrade project; and therefore be it;

FUTHER RESOLVED: That the City Manager, or designee, is authorized to take all actions necessary to transfer the appropriated funds to the South San Joaquin County Fire Authority for execution of the project.

* * * * * * * *

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council 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, California

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