REVISED

TRACY CITY COUNCIL

REGULAR MEETING AGENDA

Tuesday, October 7, 2025, 7:00 P.M.

A quorum of the City Council will be in attendance at
Tracy City Hall, Council Chambers, 333 Civic Center Plaza, Tracy, CA 95376
And a Council Member will attend remotely at the following location:
Hotel Galería Plaza Reforma, Hamburgo 195, Juárez, Cuauhtémoc, 06600, Cuauhtémoc, CDMX, Mexico
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 "Meeting Videos" under the "City Council" section.

If you only wish to watch the meeting and do not wish to address the Council, the City requests that you stream the meeting through the City's website or watch on Channel 26.

***Remote Public Comment**:*

During the upcoming City Council meeting, public comment will be accepted via the options listed below. If you would like to comment remotely, please follow the protocols below:

- *Comments via:*
  - **Online by visiting** https://cityoftracyevents.webex.com and using the following **Event Number 2558 124 2246** 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 25581242246#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.*

Date Posted: October 2, 2025

- *Comments for the "Consent Calendar," "Items from the Audience/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.*

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: October 2, 2025

CALL TO ORDER

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

ROLL CALL AND DECLARATION OF CONFLICTS

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENTATIONS

1. Employee of the Month
2. Certificates of Appointment for Youth Advisory Commission Members (Youth)
3. Certificates of Recognition for Enlistments to the United States Army and Air Force
4. Proclamations: Domestic Violence Awareness and Prevention Month
5. Proclamation: Code Enforcement Officer Appreciation Week
6. Oaths of Office for Lateral Police Officers

ORDER OF BUSINESS

1. CONSENT CALENDAR

1.A. Adoption of August 26, 2025, Special Meeting Minutes and September 16, 2025, Special and Regular Meeting Minutes.

1.A - 08-26-2025 - Special Meeting Minutes.pdf
1.A - 09-16-2025 - Special Meeting Minutes.pdf
1.A - 09-16-2025 - Regular Meeting Minutes.pdf

1.B. Staff recommends that the City Council adopt an Ordinance approving an amendment to the I-205 Corridor Specific Plan 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.

1.B - Staff Report - Ordinance 2nd Read - Candlewood.pdf
1.B - Ordinance - Candlewood.pdf

1.C. Staff recommends that the City Council adopt an Ordinance approving an amendment to the Tracy Hills Specific Plan modifying Appendix D, adding Appendix F and modifying Section 2 of the Specific Plan For The Residential Zoning and Development Standards for the Tracy Hills Phase 1C Project Application Number SPA22-0001.

1.C - Staff Report - Ordinance 2nd Read - Tracy Hills 1C.pdf
1.C - Ordinance - Tracy Hills 1C.pdf

1.D. Staff recommends that the City Council, by motion, appoint Ubbo Coty as the next qualified applicant from the existing eligibility list to fill the vacant position on the Transportation Advisory Commission for (1) the remainder of the current term, beginning on the date of appointment and expiring on April 30, 2026, and (2) an additional four-year term beginning on April 30, 2026 and expiring on April 30, 2030.

1.D - Staff Report - Commission Appointment - Transportation Advisory Commission.pdf

1.E. City Council adopt a resolution:

1) approving the updated Sanitary Sewer Management Plan in accordance with the State Water Resources Control Board's (SWRCB) Statewide General Waste Discharge Requirements for Sanitary Sewer Systems; and

2) authorizing the City Manager or their designee to implement the SSMP and submit all necessary certifications and documents as required by the SWRCB.

1.E - Staff Report - Sanitary Sewer Management Plan Update 2025.pdf
1.E - Resolution - Sanitary Sewer Management Plan Update 2025.pdf

1.F. Staff recommends that the City Council adopt a Resolution adopting an amended Operating and Capital Budget for the Fiscal Year ending June 30, 2025, and making such amended budget to be retroactively effective.

1.F - Staff Report - FY2024-25 Quarter 4 Budget.pdf
1.F - Resolution - FY2024-25 Quarter 4 Budget.pdf

1.G. Staff recommends that the City Council adopt a resolution (1) accepting public waterline improvements for West Parkway Village as complete and assuming all future operations and maintenance, (2) authorizing the City Engineer to release improvement security in accordance with the Subdivision Improvement Agreement, and (3) authorizing the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office.

1.G - Staff Report - Accept Public Waterline Improvements West Parkway Village.pdf
1.G - Resolution - Accept Public Waterline Improvements West Parkway Village.pdf

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

(1) Waiving the review of the Tracy Homelessness Advisory Committee per Section 4.3.1 and 4.3.2 in the Council Meeting Protocols and Rules of Procedure adopted by revised Resolution number 2023-102 for approving a contract amendment and related ancillary action for the Professional Service Agreement (PSA) with Health Management Associates, Inc. (HMA); and

(2) Approving an Amendment No. 1 to the PSA to increase the not-to-exceed amount to $59,450 and extending the term from December 31, 2025, to June 30, 2026, to cover Fiscal Year 2025-2026 and approving payments for the invoices in the amounts of $10,389, $12,305 and $11,995 for services provided through August 31, 2025; and

(3) Accepting the Technical Assistance Grant in the form of services funded by the California Department of Health Care Services (DHCS) with a dollar amount equivalent to $149,824 and authorizing HMA, a DHCS-approved vendor, to receive reimbursements from this grant for services rendered pursuant to the abovementioned PSA.

1.H - Staff Report - Amendment to PSA-HMA.pdf
1.H - Resolution - Amendment to PSA-HMA.pdf

1.I. Staff recommends that City Council adopt resolutions 1) approving the declaration of various vehicles and equipment as surplus and approving their disposition pursuant to Tracy Municipal Code Section 2.20.310 and 2) approve the purchase of multiple pieces of replacement equipment and new equipment, in the amount of $214,206 including the execution of One (1) separate Purchase Agreement with Cal Line Equipment, Inc. utilizing the Sourcewell Cooperative Program.

1.I - Staff Report - 2025-26 Vehicle Surplus and Replacement Purchase.pdf
1.I - Resolution 1 - 2025-26 Vehicle Surplus and Replacement Purchase.pdf
1.I - Resolution 2 - 2025-26 Vehicle Surplus and Replacement Purchase.pdf

1.J. Staff recommends that the City Council adopt a Resolution authorizing the purchase of two (2) new 2025 Ford Maverick Hybrids and one (1) Ford E-Transit Passenger Van from Fremont Ford in the amount of $180,121 for the Police Department.

1.J - Staff Report - PD Vehicle Purchase.pdf
1.J - Resolution - PD Vehicle Purchase.pdf

1.K. Staff recommends that the City Council adopt a Resolution 1) Accepting a Donation and Installation of a Monument Sign Renaming the Ellis Dog Park in Honor of K9 Officer Duke, which has a value of $15,710, in Accordance with the City's Donation Policy Adopted by Resolution 2021-108; and 2) Authorizing the City Manager to sign the Acceptance Letter.

1.K - Staff Report - Duke Monument Donation.pdf
1.K - Resolution - Duke Monument Donation.pdf

2. ITEMS FROM THE AUDIENCE

3. PUBLIC HEARINGS

3.A. Staff recommends that the City Council conduct a Public Hearing to receive comments regarding the temporary road closure of the International Parkway between Berkeley Road and Promontory Parkway during the construction of the International Parkway Bridge Replacement and Expansion over the Delta-Mendota Canal, Capital Improvement Project 73148, and, upon conclusion of the hearing, adopt a resolution:

1) approving such temporary road closure for the International Parkway Bridge Replacement and Expansion, Capital Improvement Project 73148, for a period

of up to eleven (11) months to mitigate traffic safety concerns and facilitate construction of the Project, and

2) authorizing the submission of required documents to the Economic Development Administration (EDA) for consideration of the Federal Grant Award Environmental Narrative for ED 900C G.1 updating for the International Parkway Bridge during demolition, replacement, and expansion of the Delta-Mendota Canal crossing, and

3) accepting that the temporary road closure is within the scope of the development program evaluated in the Cordes Ranch Specific Plan Environmental Impact Report, and no subsequent action is required pursuant to Section 15162 of the California Environmental Quality Act guidelines, under Section 15168(c), and the National Environmental Policy Act Environmental Assessment prepared by the Economic Development Administration dated January 19, 2021.

3.A - Staff Report - International Pkwy Road Closure CIP 73148.pdf
3.A - Resolution - International Pkwy Road Closure CIP 73148.pdf
3.A - Presentation - International Pkwy Road Closure CIP 73148.pdf

4. REGULAR AGENDA

4.A. Staff recommends that the City Council adopt a resolution 1) authorizing the issuance and sale of special tax bonds for the purpose of financing authorized facilities and 2) approving and authorizing related documents and actions for Improvement Area No. 3 of the City of Tracy Community Facilities District No. 2016-2.

4.A - Staff Report - IA3 Ellis CFD Bonds 2016-2.pdf
4.A - Resolution - IA3 Ellis CFD Bonds 2016-2.pdf

4.B. Staff recommends the City Council consider the three (3) names recommended by the Parks and Community Services Commission and select one (1) for the naming of the Multi-Generational Recreation Center.

4.B - Staff Report - Multi-Generational Rec Center Naming.pdf
4.B - Resolution - Multi-Generational Rec Center Naming.pdf
4.B - Presentation - Multi-Generational Rec Center Naming.pdf

5. ITEMS FROM THE AUDIENCE

6. STAFF ITEMS

7. COUNCIL ITEMS

8. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

August 26, 2025, 6:00 p.m.

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

1. Mayor Arriola called the Meeting to order at 6:02 p.m.

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

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

   Council Member Nygard pulled Agenda Item 7 and requested that the item be presented at the regular Council Meeting on September 2, 2025.

4. Items from the Audience – Victor Chau shared that there were no lights flashing on the railroad crossing on Linne Road and requested that someone please investigate the matter.

   Council Member Bedolla entered the Meeting at 6:22 p.m.

   Mayor Arriola indicated that the order of agenda items would be changed.

6. City Council discuss and provide direction to staff regarding the potential drafting of a Project Labor Agreement ("PLA") to be applied to select City-funded construction projects or consider analogous alternatives such as an update to the procurement policy and municipal code to reward bidders who guarantee a certain percentage of local workers and a community workforce apprenticeship program.

   L. David Nefouse, City Attorney, and Kimberly Murdaugh, Director of Human Resources presented the staff report.

   Council Members provided comments and asked questions.

   Sixteen (16) Community Members spoke, and all were in support of this item.

   Mayor Arriola called a recess at 7:10 p.m.

   Mayor Arriola reconvened the Meeting at 7:13 p.m.

Action: Motion was made by Mayor Pro Tem Abercrombie to direct staff to enter into negotiations with the San Joaquin Building Trade Council regarding a community workforce training agreement and, at the same time, direct staff to update ordinances related to this process and provide an analysis regarding the concerns raised and provide an update within 90 days, that doesn't mean it's finalized in 90 days, just an update.

Arturo M. Sanchez, Assistant City Manager, provided clarification that the update will be regarding the analysis that staff conducts on the potential impact related to the analysis that we have done.

Council Member Evans proposed a friendly amendment to the motion to ensure that we also bring back an analysis on federal funding vehicles language that would be included in the PLA to ensure the City is not going to miss out on federal funding and, additionally, to ensure that staff provides analysis on future CIP projects and what the potential impacts would be of the PLA.

Mayor Pro Tem Abercrombie accepted the friendly amendment.

Action: Motion was made by Mayor Pro Tem Abercrombie, as amended by Council Members Evans, and seconded by Council Member Nygard to direct staff to enter into negotiations with the San Joaquin Building Trade Council regarding a community workforce training agreement and, at the same time, direct staff to update ordinances related to this process and provide an analysis regarding the concerns raised and provide an update within 90 days, that doesn't mean it's finalized in 90 days, just an update; and to ensure that we also bring back an analysis on federal funding vehicles language that would be included in the PLA to ensure the City is not going to miss out on federal funding and, additionally, to ensure that staff provides analysis on future CIP projects and what the potential impacts would be of the PLA. Roll call found Council Members Bedolla, Evans, and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

5. City Council Discuss and Consider Transition from At-Large Election of the City Council to District-Based Elections and Consider Adopting a Resolution Declaring Its Intention To Transition to District Elections Beginning with the November 2026 General Election.

L. David Nefouse, City Attorney, and April B. A. Quintanilla, City Clerk, presented the staff report.

Consultants, Michael Wagaman from Wagaman Strategies and Kristen Rogers from Olson Remcho, provided the presentation.

Council Members provided comments and asked questions.

Pat Howell expressed support for districting, indicating that districting provides the opportunity for those community members that feel disconnected to engage with someone from their area, and preventing a potential lawsuit.

Pete Mitracos suggested that rather than five (5) districts, the City Council should consider seven (7) districts, as the community reach would be greater, and the process would be more democratic. Pete also suggested that the Mayor's seat be rotated amongst the Council Members, as this would be conducive to collegiality amongst the Council Members.

Burnell Shull expressed opposition to districting and asked what happens to districts as more homes are built, indicating that districting would be problematic if no one from a district is willing to run, and asked if districts will be added as the City grows.

Alice English expressed opposition to districting, noting the difficulties that the school board faced when they had districts in which there were no candidates, and urged the City Council to wait until 2028 elections and do a primary election for the Mayor, then the general election for all the districts. Alice English requested seven districts for the City.

Tim Silva expressed opposition to districting, suggesting that districting may potentially limit voters, and indicated that he prefers an at-large voting model, as he does not want representatives from individual districts to, potentially, only represent the interests of their specific district.

Melissa Barrett expressed support for districting, indicating that this model promotes and strengthens fair representation and enhances voices of marginalized communities, and encouraged the City Council to educate, involve, and engage the community through the process.

Rosario Arulappan expressed opposition to districting, indicated that this topic is a waste of money and that the funds should be focused on other items that are needed in the City, such as a new school, infrastructure, and business needs in the community.

Council Members provided comments and asked questions.

Action: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Nygard to adopt **Resolution 2025-208**, A Resolution of the City Council of the City of Tracy Declaring Its Intent to Transition from At-Large to By-District Council Member Elections Under Elections Code § 10010. Roll call found Council Members Bedolla Evans, and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

7. Discuss whether the City Council would like to form an Ad-Hoc Sustainability Committee. **ITEM PULLED TO BE HEARD ON SEPTEMBER 2, 2025**

8. Council Items and Comments – Mayor Pro Tem Abercrombie indicated that there had been a readjustment in the cost of upgrading fire radio systems and requested support for an item to be brought to the City Council at the next City Council Meeting to increase the budget for the readjustment in the cost of upgrading fire radio systems. Council Members Bedolla and Evans supported the request.

   Council Member Nygard addressed comments that were made by a Community Member at the August 19, 2025, Council Meeting.

9. Adjournment: Time: 8:24 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 25, 2025. The above are action minutes. A recording is available at the office of the City Clerk

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Mayor

ATTEST:

_____
City Clerk

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

September 16, 2025, 6:15 p.m.

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

1. Mayor Arriola called the Meeting to order at 6:15 p.m.

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

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

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

5. Request to Conduct Closed Session at 6:17 p.m.

   5.A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

   Property Location: APN: 235-068-06 729/741 N. Central Avenue, Tracy, CA (commonly known as "Westside Market")

   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: N/A

   Name of Property Owner: City of Tracy

   Under Negotiation: Potential Sale and/or Lease of the Property

   Government Code Section: 54956.8

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

6. Reconvene to Open Session – Time: 6:50 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: 6:50 p.m.

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

The above agenda was posted at the Tracy City Hall on September 11, 2025. The above are action minutes. A recording is available at the office of the City Clerk

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Mayor

ATTEST:

_____
City Clerk

TRACY CITY COUNCIL - REGULAR MEETING MINUTES

September 16, 2025, 7:00 p.m.

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

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

There were no actions taken pursuant to AB 2449.

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

Mayor Arriola led the Pledge of Allegiance.

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

Midori Lichtwardt, City Manager, presented the September 2025 Employee of the Month award to Robert Rosenberg IT Manager, Innovation and Technology Department.

Mayor Arriola presented the National Hispanic Heritage Month Proclamation to Anita McManus, Board President, Southside Community Organization.

Mayor Arriola presented Orlando Davis and Rubi Martinez with Certificates of Appointment to the Environmental Sustainability Commission.

1. CONSENT CALENDAR – Council Member Nygard announced that she would recuse herself from voting on Item 1.B. and Robert Tanner pulled agenda item 1.R.

   Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to adopt the Consent Calendar, excluding Item 1.R. Roll call found Council Members Bedolla, Evans, and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola in favor, with Council Member Nygard recusing herself from the vote on Item 1.B.; passed and so ordered.

   1.A. Adoption of September 2, 2025, Special Meeting and Regular Meeting Minutes. – **Minutes were adopted**

   1.B. Staff recommends that the City Council adopt a resolution: 1) approving the award of the Mayor's Community Youth Support Network Reconnecting Our Youth grants for fiscal year 2025-2026 in the total amount of $175,000 to seven non-profit organizations; and 2) authorizing the execution of the funding agreements for each grant. **– Resolution 2025-225**

   1.C. Staff recommends that the City Council adopt resolutions 1) approving the declaration of various vehicles and equipment as surplus and approving their disposition pursuant to Tracy Municipal Code Section 2.20.310 and 2) approving the purchase of multiple replacement vehicles and equipment, in the amount of $1,462,594, including the execution of two (2) separate Purchase Agreements utilizing the Sourcewell Cooperative Program, as follows:

1. Rush Truck Centers, to provide two (2) Ford F-250, one (1) Ford F-350 and related accessories and supplies, for a not to exceed amount of $215,411

2. Pape Machinery, to provide one (1) John Deere 334P-Tier Skid Steer and related accessories and supplies, for a not to exceed amount of $97,753

3. Fremont Ford, to provide ten (10) Ford Explorer Hybrid vehicles, including upfitting, for a not to exceed amount of $1,149,430. **–**
Resolution 2025-226 (Surplus of specific vehicles and equipment)
Resolution 2025-227 (Purchase of Ford trucks)
Resolution 2025-228 (Purchase of John Deere)
Resolution 2025-229 (Purchase of ten Ford explorers)

1.D. Staff recommends that the City Council adopt a resolution, 1) approving the execution of Amendment No. 3 to the Cooperative Agreement for Construction with the California Department of Transportation for the Interstate 580/Patterson Pass Road/International Parkway Diverging Diamond Interchange Project, Capital Improvement Project 73147, and, 2) granting authority to the City Manager to Execute Future Amendments to the Cooperative Agreement. **– Resolution 2025-230**

1.E. Staff recommends that the City Council adopt a resolution to approve Amendment No.1 to Professional Service Agreement with Dewberry Engineers, Inc. of Manteca, California, to provide additional construction management services for the Interstate 580/Patterson Pass Road/International Parkway Diverging Diamond Interchange Improvements, Capital Improvement Project 73147, by increasing the compensation by $81,634 for a total revised contract not-to-exceed amount of $4,380,592. **– Resolution 2025-231**

1.F. By resolution, the Mayor appoint, and the City Council approve, two youth Commissioners to the Environmental Sustainability Commission (ESC), for the remainder of a one-year term beginning on September 16, 2025, and ending on July 31, 2026, as recommended by the interview and selection panel, pursuant to the ESC Bylaws. **– Resolution 2025-232**

1.G. Staff recommends that the City Council adopt a resolution authorizing and approving (1) an amendment to the Member Agency Admission Agreement, executed on November 19, 2019, with Mark 43, Inc. and City of West Covina to extend the agreement expiration date to April 17, 2027; (2) approving the increase of the original not to exceed amount from $1,047,536 to $1,557,531; and (3) authorizing the amendment retroactively to November 18, 2024. **– Resolution 2025-233**

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

(1) awarding a construction contract for $1,795,342 to United Pavement Maintenance, Inc. of Hughson, California, for the Annual Pavement Rehabilitation Project – Fiscal Year 2023/2024, Tracy Boulevard Pavement Rehabilitation, Capital Improvement Project 73193,

(2) accepting and appropriating the Surface Transportation Block Group / Regional Surface Transportation Program funds in the amount of $1,883,894 to the Project,

(3) authorizing the City Manager to approve change orders up to the contingency amount of $179,534, if needed, pursuant to Tracy Municipal Code section 2.20.090(b), and authorizing an overall not-to-exceed project budget of $2,244,178,

(4) granting authority to the City Manager to execute permits, agreements, or documents necessary to facilitate the construction of the Project, and

5) acknowledging the remaining funds to be used for the next phases of the Pavement Management Program. **– Resolution 2025-234**

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

1) approving a revised construction contingency amount not to exceed $6,388,106 for the construction contract awarded to O.C. Jones & Sons, Inc. of Berkeley, California, pursuant to Resolution No. 2024-085, and

2) authorizing the City Manager to approve change orders up to the revised contingency amount, if needed. **– Resolution 2025-235**

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

(1) Approving the execution of a General Services Agreement with United Rentals (North America), Inc. for heavy-duty equipment rental services, with a term ending on June 30, 2028, and a not-to-exceed amount of $500,000 per fiscal year; and (2) Authorizing the City Manager to administratively extend the agreement for up to an additional three (3) years, in any combination in length, based on satisfactory performance and the City's Council approved annual budget. **– Resolution 2025-236**

1.K. Staff recommends that the City Council (1) rescind City Council Resolution 2025-183 accepting and appropriating the $267,000 State of California Office, California Highway Patrol, Cannabis grant award; (2) adopt a revised and amended resolution authorizing the acceptance of the State of California Office, California Highway Patrol, Cannabis grant award in the amount of $269,609.11 to conduct extra patrols and traffic enforcement, and to purchase one prisoner transportation van, two electronic message boards, and two scene light kits; and (3) Appropriating the full grant funds to the Police Department Operational Budget for fiscal year 2025/2026. **– Resolution 2025-237**

1.L. 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 SWARCO McCain, Inc., a California Corporation for the Upgrade and Maintenance of Traffic Management Center software, Capital Improvement Project 72118, for an initial term of three years and a total not-to-exceed amount of $214,187, and; (3) authorizing an administrative extension of an additional term of two (2) years, contingent upon satisfactory performance and budget availability. **– Resolution 2025-238**

1.M. Staff recommends that the City Council adopt a Resolution: 1) approving the Compensation and Benefits plan for the Limited-Service Employees (LSE), and 2) authorizing an amendment to the City's Master Salary Schedule to reflect the terms of the Compensation and Benefits Plan. **– Resolution 2025-239**

1.N. Staff recommends that the City Council, by resolution, (1) accept public improvements for Ellis Phase 3 Town and Country, Tract 4007, constructed by LS -Tracy, LLC, a Delaware Limited Liability Company, and assume responsibility for the future maintenance and repair, subject to the completion of outstanding deficiency list work, (2) authorize the office of the City Engineer to release the Developer furnished bonds in accordance with the Subdivision Improvement Agreement, and (3) authorize the City Clerk to file Notice of Completion with the San Joaquin County Recorder's Office. **– Resolution 2025-240**

1.O. Staff recommends that the City Council adopt a Resolution approving a Purchase Agreement for goods, commodities and ancillary services with Terrapin Technology Group, Inc., utilizing OMNIA Partners cooperative purchase agreement for Purchase and installation of Verkada Cameras, Access Control and related Equipment, incorporating by reference contract Region 4 Educational Service Center contract R250206 with a not to exceed amount of $1,500,000 per calendar year and the term ending on April 1, 2032. **– Resolution 2025-241**

1.P. Staff recommends that the City Council adopt a Resolution approving a Purchase Agreement for goods, commodities and ancillary services with Point One Electrical Systems, Inc., utilizing OMNIA Partners cooperative purchase agreement for Purchase and installation of Verkada Cameras, Access Control and related Equipment, incorporating by reference contract Region 4 Educational Service Center contract R250206 with a not to exceed amount of $1,500,000 per calendar year and the term ending on April 1, 2032. **– Resolution 2025-242**

1.Q. Staff recommends that City Council adopt a Resolution (1) approving a Master Professional Services Agreement with Harris & Associates for program management services for an initial term of 3 years with a not-to-exceed fiscal year amount of $800,000, and (2) approving a Master Professional Services Agreement with Harris & Associates for reimbursement and audit services for an initial term of 3 years with a not-to-exceed fiscal year amount of $200,000, and (3) authorizing two administrative options to extend for one-year term each. **– Resolution 2025-243**

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

(1) Waiving the review of the Tracy Homelessness Advisory Committee per Sections 4.3.1 and 4.3.2 in the Council Meeting Protocols and Rules of Procedure adopted by revised Resolution number 2023-102 for the purchase of a pre-manufactured administrative modular building for administrative and case management functions at the Temporary Emergency Housing Facility (TEHF), from Mobile Modular Management Corporation, a division of McGrath RentCorp;

(2) Determining that compliance with the standard procurement process is not in the best interest of the City pursuant to Tracy Municipal Code Section 2.20.180(b)(4) for this purchase; and

(3) Approving a Purchase Agreement for Goods, Commodities, and Ancillary Services with Mobile Modular Management Corporation, a division of McGrath RentCorp, of Livermore, California, a California Corporation, for the pre-manufactured administrative modular building to be installed as part of Phase II-Site Improvements at the Temporary Emergency Housing Facility on Arbor Avenue, CIP 71112, at 370 W. Arbor Avenue, for a not-to-exceed amount of $131,120.

Virginia Carney, Homeless Services Manager provided the staff report.

Robert Tanner expressed concerns regarding the allocation of federal grant funding and asked if those funds have already been dispersed to Tracy.

Virginia Carney, Homeless Services Manager clarified that funds have been received from the federal grant.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to adopt **Resolution 2025-244** (1) Waiving the review of the Tracy Homelessness Advisory Committee per Sections 4.3.1 and 4.3.2 in the Council Meeting Protocols and Rules of Procedure adopted by revised Resolution number 2023-102 for the purchase of a pre-manufactured administrative modular building for administrative and case management functions at the Temporary Emergency Housing Facility (TEHF), from Mobile Modular Management Corporation, a division of McGrath RentCorp; (2) Determining that compliance with the standard procurement process is not in the best interest of the City pursuant to Tracy Municipal Code Section 2.20.180(b)(4) for this purchase; and (3) Approving a Purchase Agreement for Goods, Commodities, and Ancillary Services with Mobile Modular Management Corporation, a division of McGrath RentCorp, of Livermore, California, a California Corporation, for the pre-manufactured administrative modular building to be installed as part of Phase II-Site Improvements at the Temporary Emergency Housing Facility on Arbor Avenue, CIP 71112, at 370 W. Arbor Avenue, for a not-to-exceed amount of $131,120. Roll call found Council Members Bedolla, Evans, and Nygard, Mayor Pro Tem Abercrombie; and Mayor Arriola, all in favor; motion passed and so ordered.

2. ITEMS FROM THE AUDIENCE: Gerald Jeffs expressed concern about the way the City seems to be managing large projects and frustration with the lack of response from City staff regarding the proposals that he submitted to help educate staff.

Robert Tanner expressed frustration with illegal fireworks; requested that fines be increased and that safe and sane fireworks be eliminated; and shared that some injuries were sustained by some community members.

Steve Perry expressed concern about increased traffic safety on Lammers Road and Valpico Road and new home construction.

Rosario Arulappan from Tracy REACH (Residents Empowered Advocates of Change) events and invited the City Council and the community to upcoming events.

Alice English expressed frustration with the Aquatic Center presentation by Surland at the August 19, 2025, meeting and asked if the plans had been presented to staff.

Richard English suggested that there be a regular schedule for street sweeping, that signs be installed, and that cars be prohibited from parking on the street during the posted times.

Wes Huffman shared that he provided the City Council with an informal poll that he conducted regarding Measure V funds.

3. REGULAR AGENDA

Staff requested that the City Council continue Item 3.B. to the October 21, 2025, City Council Meeting.

3.B. Conduct a public hearing to receive public comment on the proposed extension of Vehicle Code enforcement authority within the private roadways of the Redbridge subdivision and accept the formal resolution from the Redbridge Owners' Association requesting such enforcement.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Nygard to continue Item 3.B. to the October 21, 2025, City Council Meeting. Roll call found Council Members Bedolla, Evans, and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

3.A As required by the California Health and Safety Code section 116470(b) on drinking water, The City Council:

1.Conduct a public hearing; and upon conclusion of the report,

2. Adopt a resolution accepting the City of Tracy's 2025 Public Health Goals Triennial Report on drinking water.

Robin Kloepfer, Management Analyst, Lea Emmons, Water Operations Superintendent, and C. David Umezaki, Consultant Principal Engineer from EKI Environment & Water, Inc. provided the staff report

Council Members offered comments and questions.

There were no public comments.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to adopt **Resolution 2025-245** accepting the City of Tracy's 2025 Public Health Goals Triennial Report on drinking water. 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. Staff recommends that the City Council select, by consensus, the preferred Schematic Design option for the Aquatic Center, completed by Group 4 Architecture, Research + Planning, Inc., Capital Improvement Project 7805 and provide staff direction on next steps.

Richard Joaquin, Assistant Director, Parks, Recreation and Community Services and the following consultants provided the staff report: Dawn Merkes, Andrea Gifford, Garry Chubb, Geroge Deines from Group 4 Architecture, Research + Planning, Inc., and George Deines from Counsilman-Hunsaker & Associates.

Council Members offered comments and questions.

Sixteen (16) Community Members spoke on Item 3.C. and fifteen (15) were in support of the City-led plan and one was (1) opposed to the City-led plan.

ACTION: Motion was made by Mayor Arriola and seconded by Council Member Bedolla to select, by consensus, base project 2.A with all four (4) enhancements including a lazy river with an island as the preferred Schematic Design option for the Aquatic Center, completed by Group 4 Architecture, Research + Planning, Inc., Capital Improvement Project 7805 and direct staff to proceed with design development. 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 act as follows:

(1) By motion, designate a voting delegate and up to two alternate voting delegates for the League of California Cities (Cal Cities) 2025 Annual Conference and Expo General Assembly meeting; and

(2) Adopt the attached Resolution designating the voting delegate and up to two alternate voting delegates selected in the prior action for the Cal Cities 2025 Annual Conference and Expo General Assembly meeting.

April B. A. Quintanilla, City Clerk, provided the staff report.

Council Members offered comments and questions.

Public Comment – There were no public comments.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Mayor Arriola to designate Council Member Dotty Nygard as the voting delegate and Mayor Dan Arriola as the alternate voting delegate for the League of California Cities (Cal Cities) 2025 Annual Conference and Expo General Assembly meeting. 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 2025-246** designating Council Member Dotty Nygard as the voting delegate and Mayor Dan Arriola as the alternate voting delegate for the League of California Cities (Cal Cities) 2025 Annual Conference and Expo General Assembly meeting. Roll call found Council Members Bedolla, Evans, and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

4. ITEMS FROM THE AUDIENCE: There were no items from the audience.

5. STAFF ITEMS: Midori Lichtwardt, City Manager provided upcoming events throughout the City:

- "Tri Inside the Triangle" will take place on Saturday September 20, 2025, from 9:00 a.m. to 12:00 p.m. at Dr. Powers Park. Visit https://www.cityoftracy.org/Home/Components/Calendar/Event/5581/21?sortn=EName&npage=9&sortd=desc for more information.
- East Side City Garage Sale will take place on Saturday, September 27, 2025. Visit https://www.cityoftracy.org/our-city/departments/public-works/recycling-solid-waste/city-wide-garage-sale for more information.
- September is Pedestrian Safety Month, and the Tracy Police Department would like to remind drivers to slow down and be alert of pedestrians.
- Galleries at the Grand will exhibit Refuge paintings by Caleb Dowdell from September 13, 2025, through October 25, 2025, and admission is free. Visit https://atthegrand.org/exhibitions-programming/ for more information.
- 41st Annual Coastal Clean-Up is scheduled for September 20, 2025, from 9:00 a.m. to 12:00 p.m. and the meet-up will be at Edgar Thoming Park. Visit https://www.sjwater.org/Stormwater-Management/Get-Involved/California-Coastal-Cleanup for more information.
- There will be several downtown street closures due to community events:
  - Saturday, September 20, 2025 – Tracy City Center Association (TCCA) will be hosting the TCCA Wine Stroll https://tractcitycenter.com/event/2025-tcca-wine-stroll
  - Friday, October 3, 2025 – Tracy Learning Center's Homecoming Parade
  - Saturday, October 4, 2025 – Brews and BBQ. Visit https://www.cityoftracy.org/Home/Components/Calendar/Event/5239/594?curm=10&cury=2025
  - Friday, October 17, 2025 – Tracy High School Homecoming Parade

David Nefouse, City Attorney, shared that on October 7, 2025, there will be a closed session meeting to discuss his performance goals, consistent with section 4 of the City Attorney employment contract.

6. COUNCIL ITEMS: Mayor Arriola expressed excitement for the TCCA Wine Stroll; thanked all the individuals who attended the Mayor's Gala; and shared that over $23,000 were given to local youth non-profits.

   April B. A. Quintanilla, City Clerk, provided an update on the districting process and highlighted that since the August 26, 2025, City Council meeting, staff has been working on developing a timeline for public hearings, public outreach, potential map adoption, and retaining professional services to assist in this process. City Clerk Quintanilla also noted that the City Clerk's Office would poll Council Members for availability for Special Meetings, starting in October through the end of the year.

7. ADJOURNMENT: 10:00 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 September 11, 2025. The above are action minutes. A recording is available at the office of the City Clerk

_____
Mayor

ATTEST:

_____
City Clerk

October 7, 2025

Agenda Item 1.B

RECOMMENDATION

Staff recommends that the City Council adopt an Ordinance approving an amendment to the I-205 Corridor Specific Plan 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.

BACKGROUND AND LEGISLATIVE HISTORY

At its September 2, 2025, regular meeting, the City Council unanimously approved the introduction of the Ordinance (Attachment A) on a first reading. Additional background regarding the proposed Ordinance is set forth in the staff report provided for that item in the agenda packet for the September 2, 2025, regular City Council Meeting. The staff report may be accessed via the City's website at https://www.cityoftracy.org/government/city-council/council-meeting-agendas , or in person at the City Clerk's Office.

ACTION REQUESTED OF THE CITY COUNCIL

That the City Council adopt an Ordinance approving an amendment to the I-205 Corridor Specific Plan 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.

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: Ordinance

Attachment A

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, California

ATTEST:

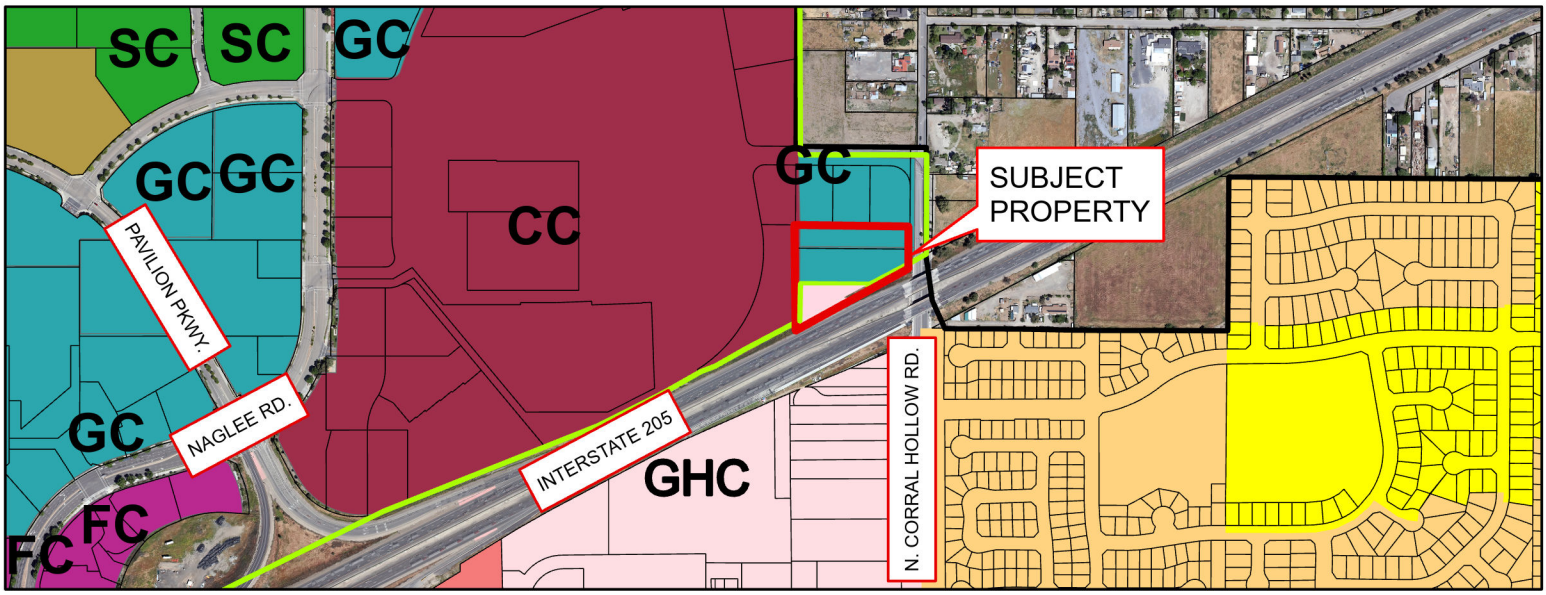
_____
APRIL B. A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

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

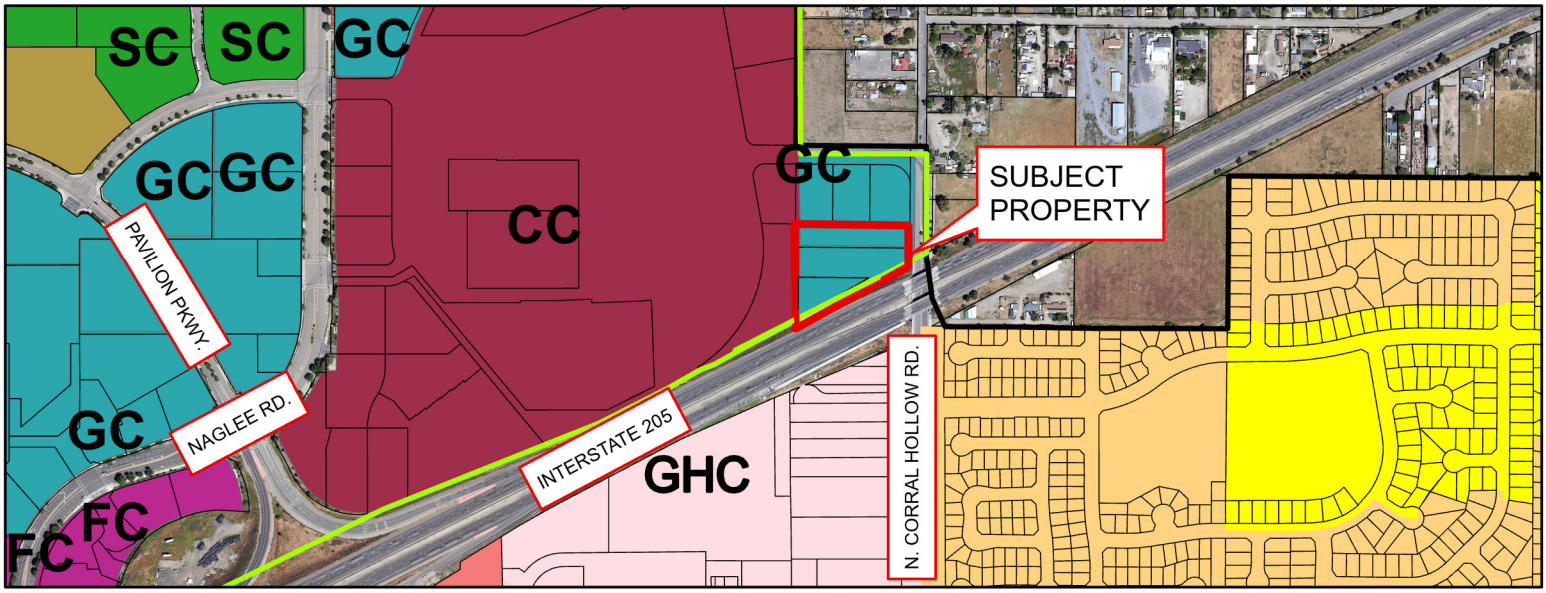
I-205 Corridor Specific Plan
Boundary & Designation Change Map

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

Think Inside the Triangle™

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.

October 7, 2025

Agenda Item 1.C

RECOMMENDATION

Staff recommends that the City Council adopt an Ordinance approving an amendment to the Tracy Hills Specific Plan modifying Appendix D, adding Appendix F and modifying Section 2 of the Specific Plan For The Residential Zoning and Development Standards for the Tracy Hills Phase 1C Project Application Number SPA22-0001.

BACKGROUND AND LEGISLATIVE HISTORY

At its September 2, 2025, regular meeting, the City Council unanimously approved the introduction of the Ordinance (Attachment A) on a first reading. Additional background regarding the proposed Ordinance is set forth in the staff report provided for that item in the agenda packet for the September 2, 2025, regular City Council Meeting. The staff report may be accessed via the City's website at https://www.cityoftracy.org/government/city-council/council-meeting-agendas , or in person at the City Clerk's Office.

ACTION REQUESTED OF THE CITY COUNCIL

That the City Council adopt an Ordinance approving an amendment to the Tracy Hills Specific Plan modifying Appendix D, adding Appendix F and modifying Section 2 of the Specific Plan For The Residential Zoning and Development Standards for the Tracy Hills Phase 1C Project Application Number SPA22-0001.

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: Ordinance

Attachment A

APPROVED AS TO FORM AND LEGALITY

_____

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF TRACY APPROVING AN AMENDMENT TO THE TRACY HILLS SPECIFIC PLAN MODIFYING APPENDIX D, ADDING APPENDIX F AND MODIFYING SECTION 2 OF THE SPECIFIC PLAN FOR THE RESIDENTIAL ZONING AND DEVELOPMENT STANDARDS FOR THE TRACY HILLS PHASE 1C PROJECT APPLICATION NUMBER SPA22-0001

WHEREAS, 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; and

WHEREAS, On April 5, 2016, City Council certified an Environmental Impact Report and approved a General Plan Amendment and a comprehensive update to the Tracy Hills Specific Plan; and

WHEREAS, On 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 proposed amendment to the Tracy Hills Specific Plan for the Tracy Hills Phase 1C Project, which consists of approximately 121.5 acres located south of I-580, west of Corral Hollow Road, Application Number SPA22-0001; and

WHEREAS, the proposed Tracy Hills Specific Plan Amendment (SPA) does not include any changes in land use designations; and

WHEREAS, The proposed SPA includes adding Appendix F, the Phase 1C Design Guidelines, which lays out the overall conceptual development plan and implementation details for the Phase 1C development; and

WHEREAS, The proposed SPA includes modifications to Section 2 of the specific plan for the residential zoning and development standards; and

WHEREAS, The proposed SPA includes modifications to Appendix D, the Phase 2 Design Guidelines to allow for roundabout public art and wall monumentation and identification signage; and

WHEREAS, Modifications to Section 2 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; and

WHEREAS, The SPA will allow the developers to offer a diverse housing mix by introducing various small lot housing products; and

WHEREAS, The SPA is consistent with direction from the State of California to offer more affordable housing options; and

WHEREAS, The proposed SPA is consistent with the General Plan; 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, On July 23, 2025, the Planning Commission conducted a duly noticed public hearing to consider the proposed amendment to the Tracy Hills Specific Plan for the Tracy Hills Phase 1C Project; 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 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 necessary.

SECTION 3. The City Council hereby approves the Tracy Hills Specific Plan Amendment for the Tracy Hills Phase 1C Project, Application Number SPA22-0001, as attached to this Ordinance as **Exhibit 1**.

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 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, California

ATTEST:

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

October 7, 2025

Agenda Item 1.D

RECOMMENDATION

Staff recommends that the City Council, by motion, appoint Ubbo Coty as the next qualified applicant from the existing eligibility list to fill the vacant position on the Transportation Advisory Commission for (1) the remainder of the current term, beginning on the date of appointment and expiring on April 30, 2026, and (2) an additional four-year term beginning on April 30, 2026 and expiring on April 30, 2030.

EXECUTIVE SUMMARY

On April 15, 2025, the City Council conducted interviews to fill two vacancies on the Transportation Advisory Commission and provided direction to staff to place 1) Ubbo Coty and 2) Rosario Arulappan on the eligibility list for a period of 12 months to fill potential vacancies, in accordance with Resolution 2024-042. As of August 17, 2025, the Transportation Advisory Commission has one vacant position and staff recommends the appointment of Ubbo Coty, as the next qualified applicant from the existing eligibility list, to fill the vacancy for the remainder of the current term, plus an additional four-year term because the current term will expire within six months of the potential appointment date.

BACKGROUND AND LEGISLATIVE HISTORY

On April 15, 2025, the City Council conducted interviews to fill two vacancies on the Transportation Advisory Commission and provided direction to staff to place 1) Ubbo Coty and 2) Rosario Arulappan on the eligibility list for a period of 12 months.

On August 17, 2025, Transportation Advisory Commissioner Ari Sarmento resigned from his position. A recruitment was not conducted to fill the vacancy because there is an eligibility list in place.

Pursuant to Section C-4 of the City Council Policies (Exhibit A to Resolution 2024-042) when a vacancy occurs, the City Council can proceed with the established eligibility list, or if appropriate, a special notice may be posted within twenty (20) days of the vacancy. Specific terms apply to vacancies with less than six months remaining and when filled by an emergency appointment. The Appointment Policy also restricts appointment of an individual already serving on a City of Tracy board, committee, or commission from serving on an additional City of Tracy board, committee, or commission concurrently.

ANALYSIS

On April 15, 2025, the City Council conducted interviews to fill two vacancies on the Transportation Advisory Commission and provided direction to staff to place 1) Ubbo Coty and 2) Rosario Arulappan on the eligibility list for a period of 12 months to fill potential vacancies. Following the resignation of a Commission member on August 17, 2025, staff contacted Ubbo Coty, the first person on the Transportation Advisory Commission eligibility list, to determine his

interest in filling the remainder of the term for the vacant position. Mr. Coty agreed to fill the vacant seat, pending the City Council's approval.

If approved by the City Council, Mr. Coty will serve the remainder of the current term for the vacant seat, beginning on the date of appointment and expiring on April 30, 2026, and an additional four-year term beginning on April 30, 2026 and expiring on April 30, 2030 because the current term will expire within six months of the potential appointment date

FISCAL IMPACT

There is no fiscal impact as a result of this agenda item.

PUBLIC OUTREACH/ INTEREST

None, because there is an eligibility list.

STRATEGIC PLAN

This agenda item supports the City's Governance Strategy, and specifically implements the following goal:

Governance
Goal 1: Model Good Governance, Teamwork, and Transparency.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council, by motion, appoint Ubbo Coty as the next qualified applicant from the existing eligibility list to fill the vacant position on the Transportation Advisory Commission for (1) the remainder of the current term, beginning on the date of appointment and expiring on April 30, 2026, and (2) an additional four-year term beginning on April 30, 2026 and expiring on April 30, 2030.

Prepared by: Necy Lopez, Deputy City Clerk

Reviewed by: April B. A. Quintanilla, City Clerk
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachment A: Resolution 2024-042

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2024-042

AMENDING THE COUNCIL POLICY ESTABLISHING A SELECTION PROCESS FOR APPOINTMENTS TO CITY ADVISORY BODIES TO ALLOW THE FULL CITY COUNCIL TO INTERVIEW CANDIDATES AND MAKE INFORMAL RECOMMENDATIONS OF SPECIFIC CANDIDATES FOR THE MAYOR TO CONSIDER AS PROPOSED APPOINTEES, SUBJECT TO FINAL APPROVAL OF THE CITY COUNCIL

WHEREAS, the *Council Policy Establishing a Selection Process for Appointments to City Advisory Bodies* (Appointment Policy) sets forth the process by which vacancies on City committees, subcommittees, and commissions are filled; and

WHEREAS, the most recent version of the Appointment Policy was adopted on December 21, 2021, by the City Council through Resolution 2021-200; and

WHEREAS, under Government Code Section 40605, the elected mayor of a general law city solely has the authority to appoint, subject to council approval, to council committees, sub-committees. and commissions, as well as any regional bodies to which the council sends a delegate; and

WHEREAS, the selection process contained in the Council's Appointment Policy does not fully comply with Government Code Section 40605 as it states that the City Council appoints to a sub-committee to interview candidates and appoints, based on the recommendations of the sub-committee, and no explicit authority of the Mayor to propose appointments is noted; and

WHEREAS, on March 5, 2024, the City Council discussed options to align the Appointment Policy with Government Code Section 40605; and

WHEREAS, after discussion, the City Council directed staff to return with a proposed amendment to the Appointment Policy that would allow the full City Council to interview candidates, in open session at a regular or special meeting; and

WHEREAS, the City Council had not reached consensus on what the next steps would be after the Council interviews had been completed and asked staff to return with two options for the City Council's further deliberation and final selection; and

WHEREAS, the City Council deliberated further at its meeting on March 19, 2024 and finalized the option set forth herein; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby amends the Appointment Policy as set forth in **Exhibit A**, as amended, such that the full City Council shall interview candidates, in open session at a regular or special meeting, and upon completing the interviews,

shall make ~~final~~ informal recommendations of specific candidates for the Mayor to consider as proposed appointees; and be it

FURTHER RESOLVED: That the amended Appointment Policy shall become effective immediately upon adoption of this Resolution; and be it

FURTHER RESOLVED: That the City Council authorizes the City Clerk to proceed with the process to fill vacancies as set forth in the newly amended Appointment Policy.

* *

The foregoing Resolution 2024-042 was adopted by the Tracy City Council on the 19th day of March 2024 by the following vote:

AYES:	COUNCIL MEMBERS:	ARRIOLA, BEDOLLA, EVANS, DAVIS
NOES:	COUNCIL MEMBERS:	YOUNG
ABSENT:	COUNCIL MEMBERS:	NONE
ABSTENTION:	COUNCIL MEMBERS:	NONE

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

COUNCIL POLICY ESTABLISHING A SELECTION PROCESS FOR APPOINTMENTS TO CITY ADVISORY BODIES

(Exhibit "A" to Resolution No. 2024-042)

SECTION 1: PURPOSE

To establish a selection process for appointments to City advisory bodies including defining residency requirements, in accordance with Government Code sections 54970 et seq. This process acknowledges and is consistent with Government Code Section 40605, which requires that the elected mayor of a general law city solely has the authority to appoint, subject to council approval, to council committees, sub-committees. and commissions, as well as any regional bodies to which the council sends a delegate.

SECTION 2: SELECTION PROCESS FOR APPOINTEE BODIES

A. On or before December 31st of each year, the City Clerk shall prepare an appointment list of all regular and ongoing boards, commissions and committees that are appointed by the City Council of the City of Tracy. The list shall contain the following information:

   1. A list of all appointee terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of the appointment, the date the term expires and the necessary qualifications for the position.

   2. A list of all boards, commissions and committees whose members serve at the pleasure of the Council and the necessary qualifications of each position.

   3. The list of appointments shall be made available to the public for a reasonable fee that shall not exceed actual cost of production. The Tracy Public Library shall receive a copy of the list.

B. Whenever a vacancy occurs in any board, commission or committee, whether due to expiration of an appointee's term, resignation, death, termination or other causes, a special notice shall be posted in the office of the City Clerk, The Tracy Public Library, the City website, and in other places as directed within twenty (20) days after the vacancy occurs. Final appointment to the board, commission or committee shall not be made by the City Council for at least ten (10) working days after the posting of the notice in the Clerk's office. If Council finds an emergency exists, the Council may fill the unscheduled vacancy immediately.

C. Appointments shall be made for the remainder of the term created by the vacancy except as follows:

   1. If appointee will fill an un-expired term with six months or less remaining, the appointment shall be deemed to be for the new term.

2. If the vacancy is filled by an emergency appointment the appointee shall serve only on an acting basis until the final appointment is made pursuant to section 2.

D. The Council and Mayor shall use the following selection process to provide an equal opportunity for appointment to a board, commission or committee:

1. The full Council shall, in open session at a regular or special meeting, review applications, interview applicants and make ~~final~~ informal recommendations of specific candidates for the Mayor to consider as proposed appointees for appointment to the board, commission or committee.

2. Upon receiving the recommendations of the Council, the Mayor will propose an appointee to the board, commission or committee, which proposed appointee shall be approved or disapproved, by majority vote, of the Council. The Mayor ~~shall~~ may endeavor to propose appointees that are recommended by the Council, but the Mayor may propose alternate appointees pursuant to mayoral authority under Government Code 40605. ~~The alternates shall be chosen from the eligibility list, if it has been created pursuant to section 4 below.~~

3. If the Council disapproves an appointee proposed by the Mayor, the Mayor shall propose an alternate appointee, which shall be either approved or disapproved by the Council, by majority vote. This process shall continue until all vacancies on the board, commission or committee are filled; the Mayor may elect to reopen the application process~~.~~

4. If there are more qualified candidates than the number of current vacancies, the Council may establish an eligibility list that will be used to fill future vacancies that occur in the following twelve (12) months.

E. An individual already serving on a City of Tracy board, committee or commission may not be appointed to serve on an additional City of Tracy board, committee, or commission concurrently.

SECTION 3: DEFINITION OF RESIDENCY REQUIREMENTS

A. The following definitions shall be used to determine whether residency requirements are met for boards and commissions to which the Tracy City Council appoints members:

1. Tracy Planning Area means the geographical area defined in the City of Tracy General Plan and any amendments thereto.

2. City of Tracy means within the city limits of the City of Tracy.

3. Citizen means a resident of the City of Tracy.

4. Tracy School District means the geographical area served by the Tracy Unified School District.

5. Sphere of Influence shall be the geographical area approved by the Local Agency Formation Commission (LAFCo) of San Joaquin County and any amendments thereto.

B. Residency, as defined above and as set forth in the applicable bylaws for each board or commission, shall be verified annually by the City Clerk. The residency must be verifiable by any of the following means:

1. Voter registration,

2. Current California Driver's License or Identification,

3. Utility bill information (phone, water, cable, etc.),

4. Federal or State tax returns.

C. Members of boards or commissions shall notify the City Clerk in writing within thirty (30) days of any change in residency. If the change in residency results in the board member or commissioner no longer meeting the residency requirements, the member shall tender their resignation to the City Clerk who shall forward it to the City Council.

October 7, 2025

Agenda Item 1.E

RECOMMENDATION

City Council adopt a resolution:

1) **approving the updated Sanitary Sewer Management Plan in accordance with the State Water Resources Control Board's (SWRCB) Statewide General Waste Discharge Requirements for Sanitary Sewer Systems; and**
2) **authorizing the City Manager or their designee to implement the SSMP and submit all necessary certifications and documents as required by the SWRCB**

EXECUTIVE SUMMARY

The City of Tracy is required to maintain and update its Sanitary Sewer Management Plan (SSMP) under the State Water Resources Control Board's (SWRCB) General Waste Discharge Requirements (Order 2006-0003-DWQ, as amended by WQ 2013-0058-EXEC and WQ 2022-0103-DWQ). Under the 2022 amended order, the SSMP is required to be updated at least once every six years (after the previous due date - August 2019) and adopted by the governing body at a public meeting.

The Utilities Division has completed the required update to ensure compliance with State regulations. The updated SSMP reflects current operations, maintenance practices, performance measures, and organizational responsibilities. Adoption of this updated SSMP demonstrates the City's continued commitment to regulatory compliance, system reliability, and environmental protection.

BACKGROUND AND LEGISLATIVE HISTORY

The State Water Resources Control Board requires all public agencies that own or operate sanitary sewer systems greater than one mile in length to develop and implement an SSMP. The SSMP serves as a comprehensive program to properly manage, operate, and maintain the wastewater collection system, reduce the frequency and severity of sanitary sewer overflows (SSOs), and protect public health and water quality.

The City of Tracy's previous SSMP update due on August 2, 2019, was adopted by the City Council on April 4, 2023, under Resolution 2023 – 059. The previously required 2019 update was not identified as past due until the new order (WQ 2022-0103-DWQ) was adopted by the SWRCB in December of 2022, and duly noticed. This 2025 update includes revisions to:

- Organizational structure and staffing assignments
- Operation and maintenance activities
- Performance metrics and reporting procedures
- Overflow Emergency Response Plan (OERP) updates
- Program audits and monitoring procedures

The Utilities Division conducted a comprehensive review of the SSMP to ensure compliance with the most recent regulatory requirements and industry best practices. The update process included:

- Reviewing prior audit findings and incorporating corrective actions.
- Aligning operational practices with updated State reporting requirements for sanitary

sewer overflows.
- Evaluating staffing, equipment, and resources needed for long-term maintenance of the collection system.
- Strengthening emergency response procedures and coordination with other City departments.

The updated SSMP reflects the City's proactive approach to system management and regulatory compliance. Adoption at a public meeting, as required by the State Water Board, will maintain Tracy's good standing under the General Waste Discharge Requirements. Adopting the updated SSMP ensures that the City remains in compliance with State regulatory requirements and continues to provide reliable wastewater collection services while protecting public health and the environment.

FISCAL IMPACT

There is no direct fiscal impact associated with the adoption of the updated SSMP. Costs associated with ongoing implementation of the SSMP are included in the approved Utilities Division Fund 521 operating and maintenance budget each fiscal year.

CEQA DETERMINATION

This action is not a project under the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(2) of California Code of Regulations, Title 14, Division 6, Chapter 3 (CEQA Guidelines) and is therefore not subject to environmental review.

STRATEGIC PLAN

This agenda item is consistent with the City's Quality of Life Strategy and meets the goal to ensure the critical infrastructure necessary for the health and safety of the Tracy community.

ACTION REQUESTED OF THE CITY COUNCIL

Adopt a resolution:

1) approving the updated Sanitary Sewer Management Plan in accordance with the State Water Resources Control Board's (SWRCB) Statewide General Waste Discharge Requirements for Sanitary Sewer Systems; and
2) authorizing the City Manager or their designed to implement the SSMP and submit all necessary certifications and documents as required by the SWRCB

Prepared By: Tasha Cheney, Environmental Compliance Analyst

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

Approved By: Midori Lichtwardt, City Manager

Attachments: Attachment A – 2025 Sewer System Management Plan Update
Attachment B – Sanitary Sewer System General Order

City of Tracy
Sewer System Management Plan

2025 Update

FINAL

AUGUST 2025

Updated By:
CITY OF TRACY
Public Works Department
333 Civic Center Plaza
Tracy, CA 95376
(209) 831-6300

Initially Prepared by:
BLACK WATER CONSULTING ENGINEERS, INC.
602 Lyell Drive
Modesto, CA 95356
(209) 322-1820

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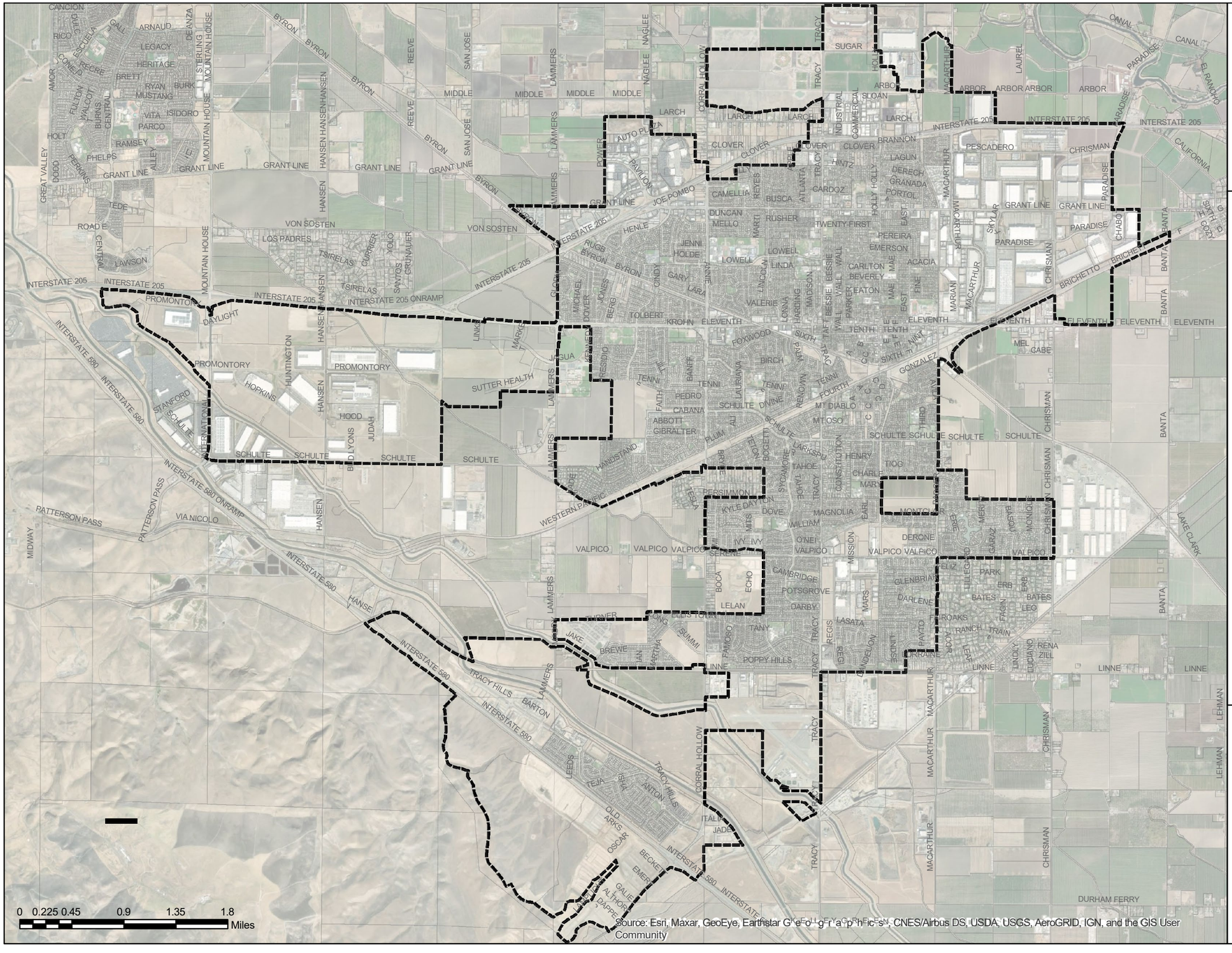
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Appendix C SSMP Internal Audit 2021-2024
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Figure 1-1



TRACY

LEGEND

Tracy City Limits

Figure 1-1

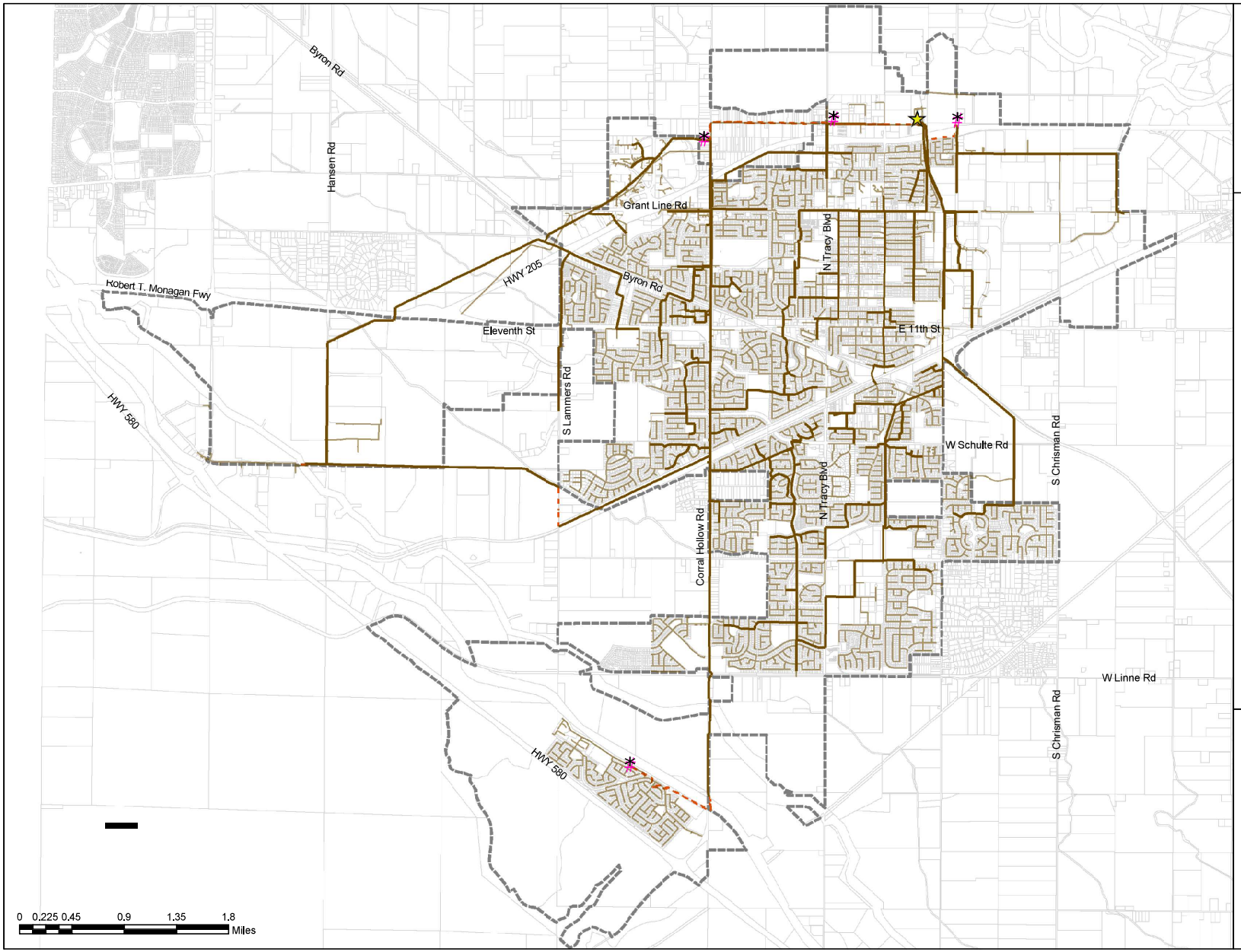
TRACY SSMP UPDATE

City's Service Area Map

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ABBREVIATIONS

ARV	Air Relief Valve
BMP	Best Management Practices
CCTV	Closed-Circuit Television
CIP	Capital Improvement Program
City	City of Tracy
CIWQS	Central Integrated Water Quality System
CMMS	Computerized Maintenance Management System
EPA	Environmental Protection Agency
ERP	Emergency Response Plan
FOG	Fats, Oils, and Grease
FSE	Food Service Establishment
FY	Fiscal Year
GIS	Geographic Information System
GRD	Grease Removal Device
HCD	Housing and Community Development
I&I	Inflow and Infiltration
MS4	Municipal Separate Storm Sewer Systems
O&M	Operations and Maintenance
SCADA	Supervisory Control and Data Acquisition
SSMP	Sewer System Management Plan
SSO	Sanitary Sewer Overflow
SWRCB	State Water Resources Control Board
WDR	Waste Discharge Requirements
WWMP	Wastewater Master Plan
WWTP	Wastewater Treatment Plant



TRACY

LEGEND

- Tracy City Limits
- Wastewater Treatment Plant
- City's Pump Station
- Existing Sewer Trunkline
- Existing Sewer Force Main
- Existing Sewer Pipeline

Figure 1-2

TRACY SSMP UPDATE

Existing Wastewater Collection System Map

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Introduction

This Sewer System Management Plan (SSMP) is an update to the City of Tracy's (City) Sewer System Management Plan prepared in June 2023 (2023 SSMP). The 2023 SSMP was prepared to satisfy the requirements of California State Water Resources Control Board (SWRCB) Order No. 2006- 0003-DWQ, Statewide General Waste Discharge Requirements (WDRs) for Sanitary Sewer Systems. Per the Order, the SSMP must be updated every 5-years to reflect any significant program changes. The WDRs apply to all public entities that own or operate sanitary sewer systems greater than one mile in length that collect and/or convey untreated or partially treated wastewater to a publicly owned treatment facility.

On December 6, 2022, the SWRCB adopted the Order 2022-0103-DWQ, Statewide Waste Discharge Requirements General Order for Sanitary Sewer Systems. This new General Order became effective on June 5, 2023, and superseded Order No. 2006-003-DWQ and amendments thereafter.

This SSMP was updated by the City to comply with the requirements in the current Order 2022-0103-DWQ. A changelog of these updates is included in **Appendix A**. A blank changelog is provided in **Attachment A** for documenting future changes. A copy of Order No. 2006- 0003-DWQ and Order 2022-0103-DWQ are provided in **Appendix B**.

Background

The City has an estimated population of 98,215 as of January 1, 2025, according to the State of California E-4 Population Estimates for Cities. The City has more than 500 employees and is responsible for the construction, design, operations, and maintenance of more than 700 miles of sewer pipeline. The SWRCB's Waste Discharge Identification (WDID) number for the City's collection system is 5SSO11066.

Sanitary sewer overflows (SSOs) are defined as any overflow, spill, release, discharge, or diversion of untreated or partially treated wastewater from a sanitary sewer system. SSOs may cause a public nuisance, particularly when raw untreated wastewater is discharged to areas with high population exposure, and may pollute surface or ground waters, threaten public health, adversely affect aquatic life, and impair the recreational use and aesthetic enjoyment of surface waters.

An SSMP is required to include the following elements:

1. Sewer System Management Plan Goal and Introduction
2. Organization
3. Legal Authority
4. Operation and Maintenance Program
5. Design and Performance Provisions
6. Spill Emergency Response Plan
7. Sewer Pipe Blockage Control Program
8. System Evaluation and Capacity Assurance and Capital Improvements
9. Monitoring, Measurement, and Program Modifications
10. Internal Audits
11. Communication Program

Each of these elements is addressed in the following sections including a description of the SWRCB requirement and any supporting information for that element. Order 2006-0003-DWQ established an SSMP implementation schedule based on the size of the agency. The City had a population of 96,993 at the time of adoption and is therefore governed by a schedule established for municipalities greater than 10,000 and less than 100,000.

As part of Order No 2006-003-DWQ, the SWRCB also established an SSO database that is part of the Central Integrated Water Quality System (CIWQS), a secure, on-line regulatory and water quality information management system. The SSO database is used to collect and store facility and organizational information as well as monthly SSO or "No SSO" activity details. The City has been reporting all SSOs and "No SSO" reports since first required in 2007.

An Internal SSMP Audit was recently prepared by the City and provided in **Appendix C**.

1 Goal

This section provides the goal for the City's SSMP to comply with the requirements of Order 2022-0103-DWQ.

1.1.1 Regulatory Requirements

The goal of the SSMP is to provide a plan and schedule to:

(1) Properly manage, operate, and maintain all parts of the City's sanitary sewer system(s),
(2) Reduce and prevent spills, and
(3) Contain and mitigate spills that do occur.

1.1.2 City Goals

The City's goal for the SSMP is to provide a plan and schedule to properly manage, operate, and maintain all parts of the sanitary sewer system. This will help reduce and prevent SSOs as well as mitigate any SSOs that do occur.

1.2 SSMP Update Schedule

Under Order 2022-0103-DWQ, the City shall update its SSMP every six years after the date of its last Plan Update due date. The City shall conduct an internal program audit at a minimum frequency of once every three years. The schedule for completing the SSMP updates and audits is based on the timelines which started with the adoption of Order No. 2006-003-DWQ and is not based on the date that the update and audits are completed. The SWRCB has created the following website for searching the required due dates: https://www.waterboards.ca.gov/water_issues/programs/sso/lookup/. The schedule from this website is also provided in **Table 1-1**.

Table 1-1 – SSMP Update and Local Audits Schedule

	Audit Period	Due Date
SSMP Update		August 2, 2031
Internal Audit	August 2, 2024 to August 1, 2027	February 2, 2028
Internal Audit	August 2, 2027 to August 1, 2030	February 2, 2031
Internal Audit	August 2, 2030 to August 1, 2033	February 2, 2034
SERP Review	Annually	December 31, 2026
SERP Review	Annually	December 31, 2027
SERP Review	Annually	December 31, 2028
SERP Review	Annually	December 31, 2029
SERP Review	Annually	December 31, 2030
SERP Review	Annually	December 31, 2031
Create Sharepoint Page		February 28, 2026

1.3 Sewer System Asset Overview

The City's owned assets and service area are described further in this section.

1.3.1 Location and Service Area

The City is in the southwestern portion of San Joaquin County in a geographic triangle formed by Interstate 205 to the north, Interstate 5 to the east, and Interstate 580 to the southwest. The City lies 68 miles south of Sacramento and 60 miles east of San Francisco [2]

The City's service areas are shown in **Figure 1-1**.

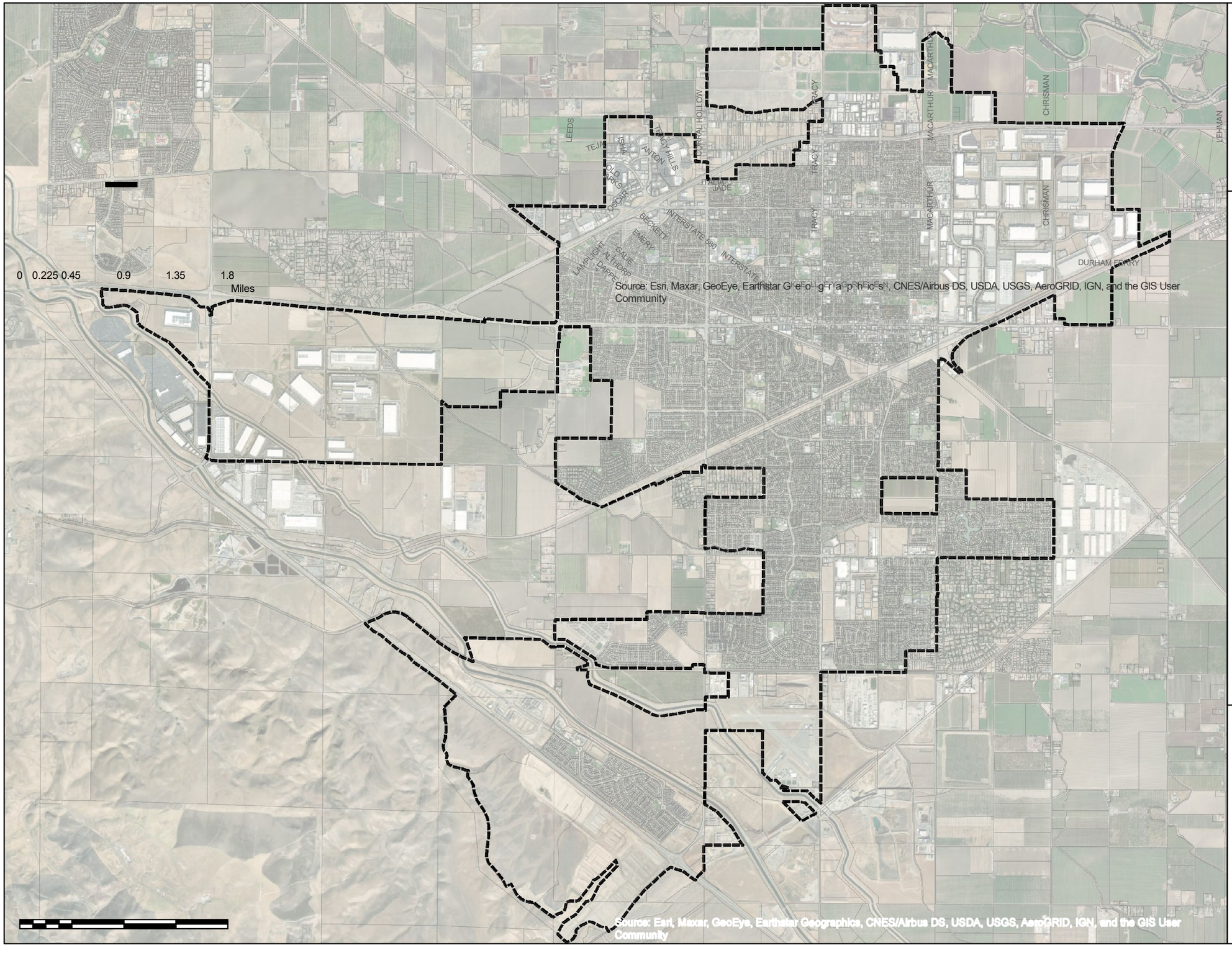
1.3.2 Population and Community Served

As described in the Background section, the City has a population of approximately 98,215. The City's land use designations consist of residential neighborhoods, commercials, industrials, mixed uses, public facilities, parks, and downtown.

1.3.3 Wastewater Collection System

The City operates and maintains its own wastewater collection system and infrastructure within the City limits. The City's Utilities Division manages and maintains approximately 533 miles of sanitary sewer pipelines ranging from 4-inches to 48-inches in diameter, four sanitary sewer pump stations, four lift stations, 12 miles of force mains ranging from 12-inches to 24-inches in diameter, and 250 miles of lower laterals. A map of the City's wastewater collection system is shown in **Figure 1-2**.


LEGEND
Tracy City Limits



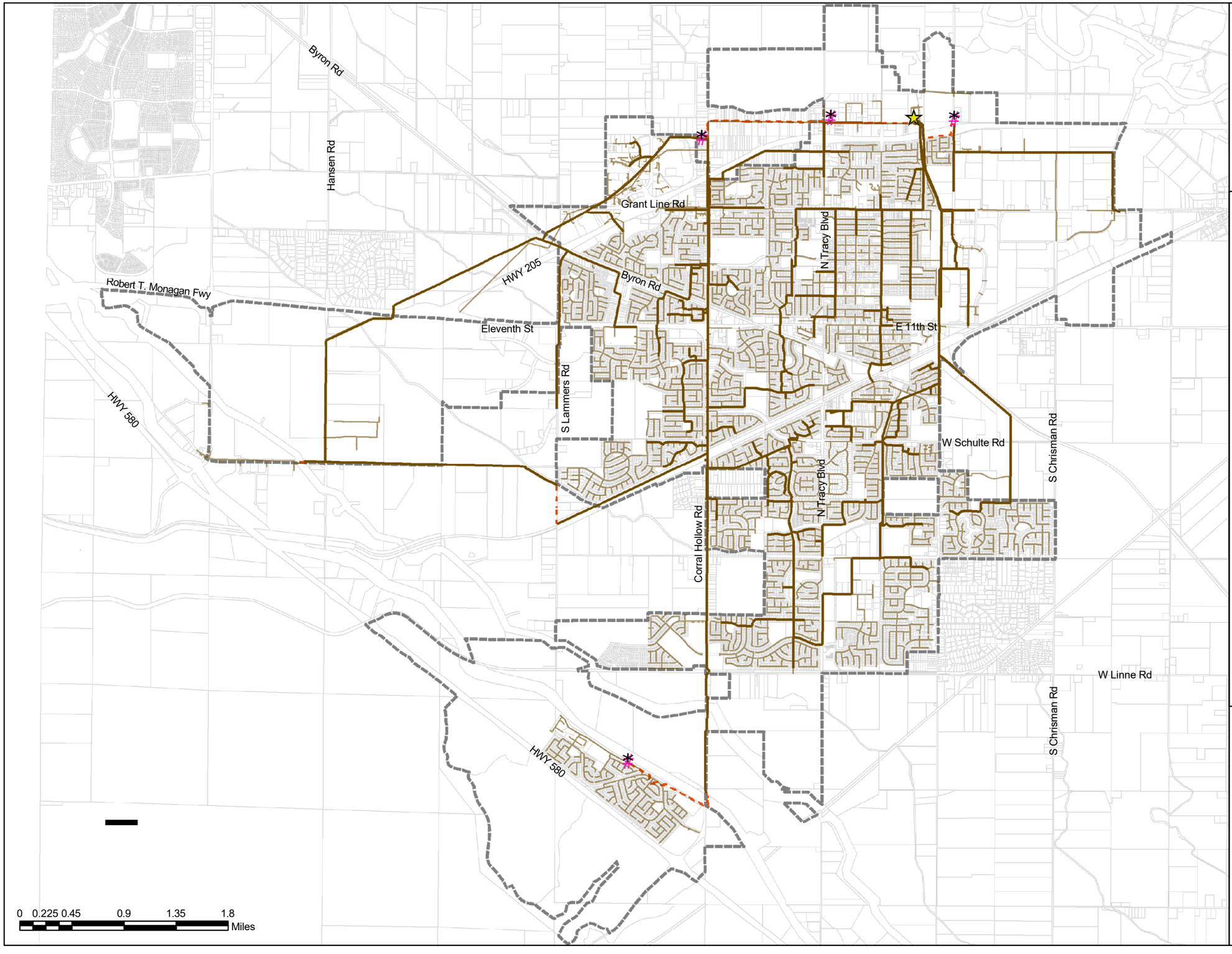
TRACY

Figure 1-1

TRACY SSMP UPDATE

City's Service Area Map

BLACKWATER CONSULTING ENGINEERS



TRACY

LEGEND

- Tracy City Limits
- Wastewater Treatment Plant
- City's Pump Station
- Existing Sewer Trunkline
- Existing Sewer Force Main
- Existing Sewer Pipeline

Figure 1-2

TRACY SSMP UPDATE

Existing Wastewater Collection System Map

BLACKWATER CONSULTING ENGINEERS

1.3.4 Structures Diverting Stormwater to the Sewer System

There are no structures diverting stormwater to the sewer system. The City's wastewater treatment plant (WWTP) is not subject to industrial stormwater discharges regulations under the Municipal Separate Storm Sewer Systems (MS4), because all stormwater runoff from the WWTP site is collected and routed to the primary clarifier for further treatment [3].

1.3.5 Data Management System

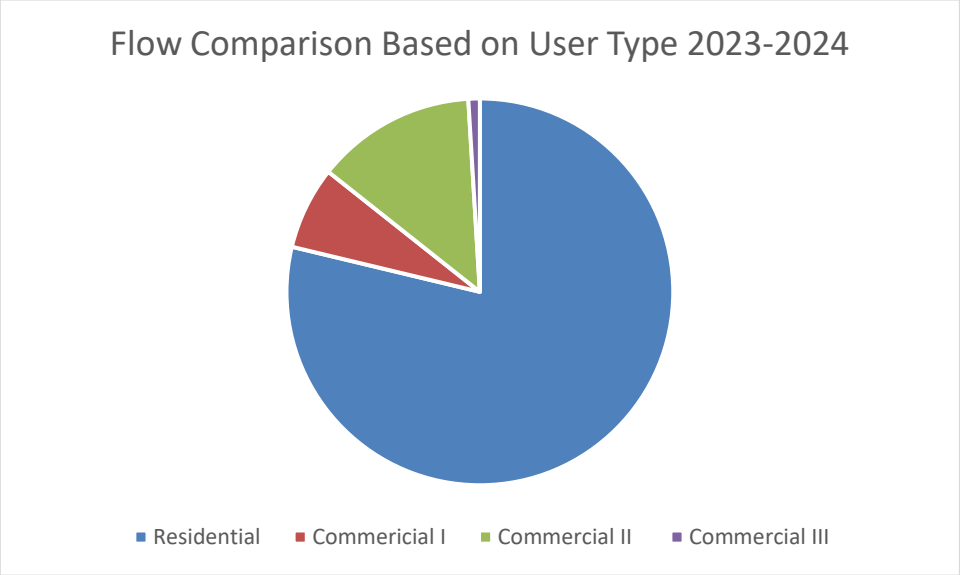
The City has a Supervisory Control and Data Acquisition (SCADA) control system to monitor and control the sewer pump stations. The City also reports SSOs to the SWRCB's online SSO database.

The City uses a Computerized Maintenance Management System (CMMS) software program called Nexgen to track scheduled and unscheduled maintenance for the pressure system. The City also uses a Citizen Relationship Management software application to track all complaints and forward the information to the supervisor for action and follow-up with the citizen as described further in Section 4.3.3.1.

1.3.6 Service Connections

The City has 27,850 wastewater accounts. These accounts include residential, commercial, and industrial accounts. Unless the account is a significant industrial user and billed based on an effluent meter, wastewater is billed based on water usage. The majority of the service connections and flow in the City are residential accounts (figure 1.3). User Type - Commercial I account are low strength and typically consist of offices, storage, and logistics. Commercial II accounts are light manufacturing or medium industrial. Commercial III users are primarily restaurants and bakeries.

Figure 1.3 -- Flow Comparison Based on User Type



1.3.7 Unique Service Boundary Conditions and Challenge(s)

The City has no unique service area boundary conditions and challenges.

2 Organization

This section identifies the City's authorized representatives and provides the names and telephone numbers for management, administrative, and maintenance personnel responsible for implementing specific measures in the SSMP program, including lines of authority. This section also presents the chain of communication for reporting and responding to SSOs.

2.1 Regulatory Requirements

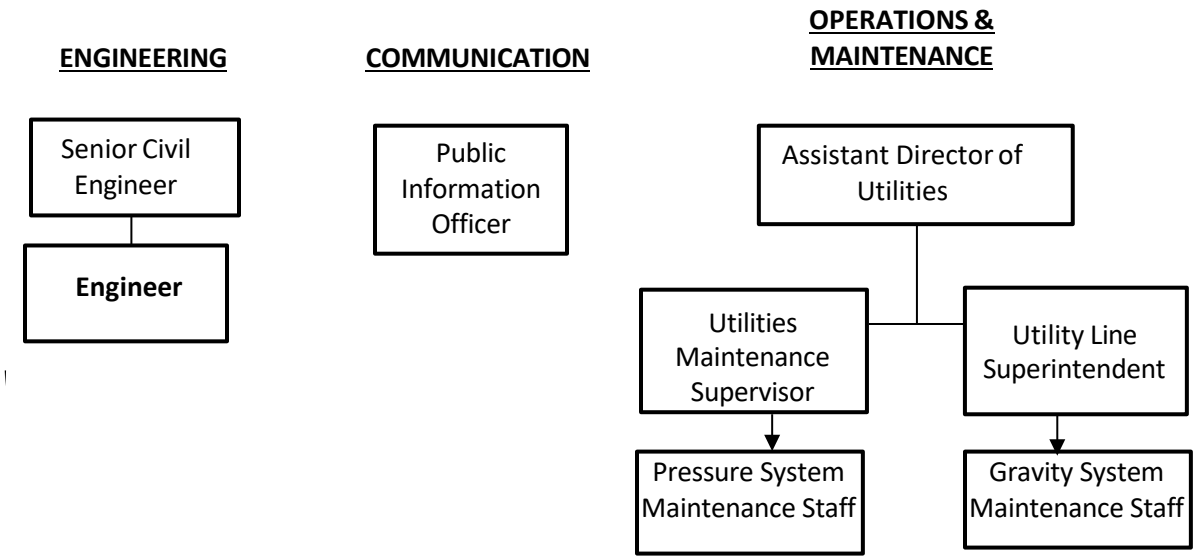
The SSMP must identify organizational staffing responsible and integral for implementing the local SSMP through an organization chart or similar narrative documentation that includes:

- The name of the Legally Responsible Official as required in Section 5.1 (Designation of a Legally Responsible Official) of Order 2022-0103-DWQ;
- The position titles, telephone numbers, and email addresses for management, administrative, and maintenance positions responsible for implementing specific SSMP elements;
- Organizational lines of authority; and
- Chain of communication for reporting spills from receipt of complaint or other information, including the person responsible for reporting spills to the State and Regional Water Boards and other agencies, as applicable. (For example, county health officer, county environmental health agency, and State Office of Emergency Services.)

2.2 Organization Chart

The City is divided into work sections focusing on engineering, communications, and operations and maintenance (O&M). **Figure 2-1** shows the City's organizational structure and identifies lines of authority for managing the wastewater collection system.

Figure 2-1 – Organization Chart of the City's Responsible Parties for Implementation of the SSMP



2.3 Legally Responsible Official

The Assistant Director of Utilities, Stephanie Reyna-Hiestand, is the responsible representative for the City for the purposes of this SSMP.

Assistant Director of Utilities Contact Information
Stephanie Reyna-Hiestand
(209) 831-6320
Stephanie.Hiestand@cityoftracy.org

2.4 Contact Information

A more in-depth breakdown of individual responsibilities within the major SSMP components, including telephone numbers for the responsible parties, is presented in **Table 2-1**.

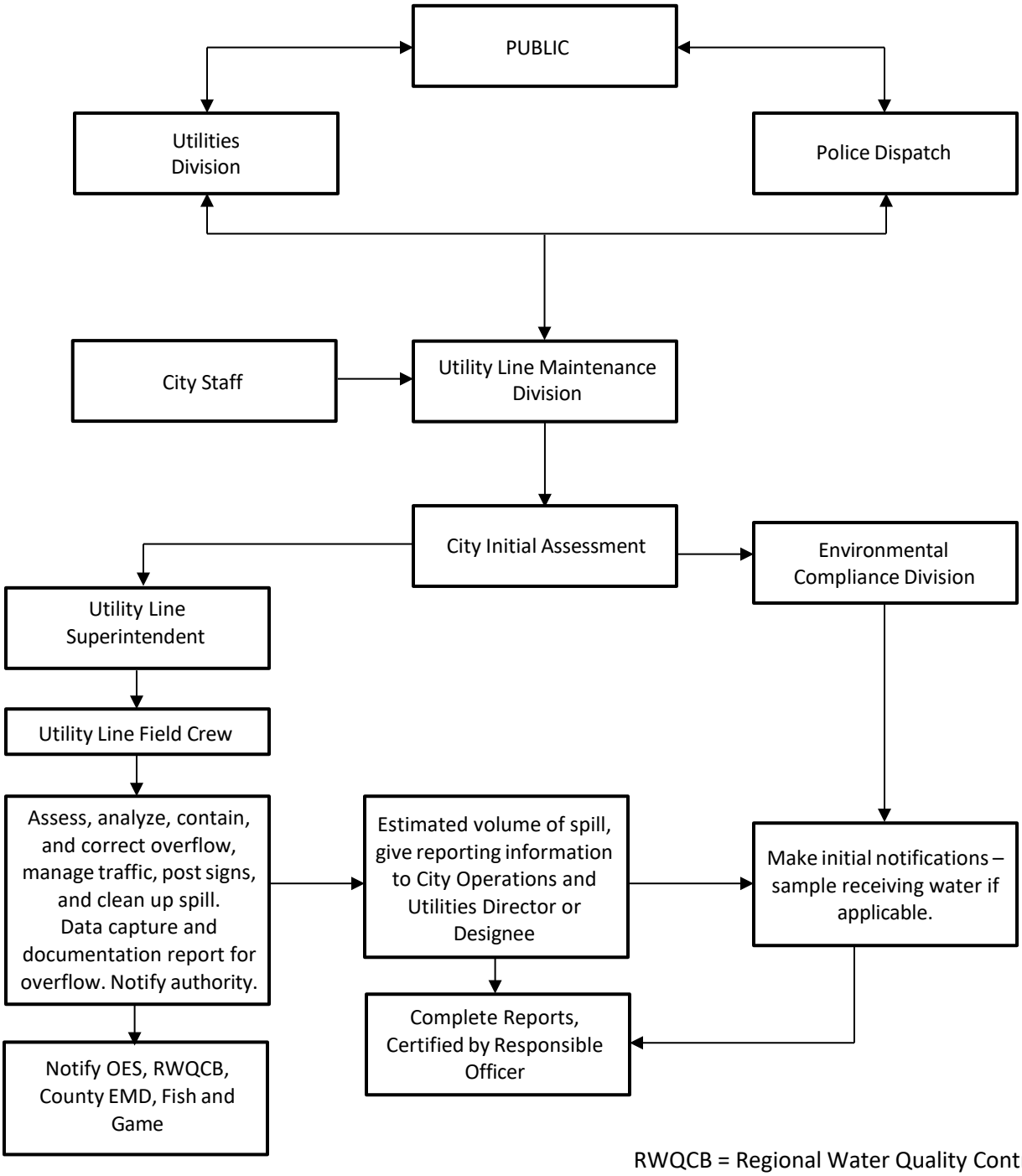
Rank	Title	Phone	Responsibility
1	Assistant Director of Utilities	(209) 831-6330	Administrator
2	Utility Line Superintendent	(209) 831-6358	SSMP and all underground sewer lines
3	Utilities Maintenance Supervisor	(209) 831-6330	All lift stations and force mains
4	Environmental Compliance Analyst	(209 831-6330	FOG Program Implementation
5	Wastewater Operations Superintendent	(209) 831-6328	Wastewater Treatment Plant and SCADA
6	Senior Civil Engineer	(209) 831-6330	Capital Improvement Plan (CIP) Project
7	Public Information Officer (PIO)	(209) 831-6125	PIO

Table 2-1 – Responsible Parties for Implementation of the SSMP

2.5 Chain of Communication for Reporting SSOs

The chain of communications for reporting SSOs within the City is shown in **Figure 2-2**.

Figure 2-2 – City's Chain of Communication for SSO Reporting



RWQCB = Regional Water Quality Control Board
EMD = Environmental Management Department

3 Legal Authority

This section demonstrates the legal authority that the City possesses to prevent illicit discharges into the sewer system, require that sewers and connections be properly designed, ensure access for maintenance and repairs, limit the discharge of fats, oils, and grease (FOG), and to enforce any violation of its sewer ordinances.

3.1 Regulatory Requirements

The SSMP must include copies or an electronic link to the City's current sewer system use ordinances, services agreements, and/or legally binding procedures to demonstrate the City possesses the necessary legal authority to:

- Prevent illicit discharges into its sanitary sewer system from inflow and infiltration (I&I); unauthorized stormwater; chemical dumping; unauthorized debris; roots; FOG; and trash, including rags and other debris that may cause blockages;
- Collaborate with storm sewer agencies to coordinate emergency spill responses, ensure access to storm sewer systems during spill events, and prevent unintentional cross connections of sanitary sewer infrastructure to storm sewer infrastructure;
- Require that sewer system components and connections be properly designed and constructed;
- Ensure access for maintenance, inspection, and/or repairs for portions of the service lateral owned or maintained by the City;
- Enforce any violation of its sewer ordinances, service agreements, or other legally binding procedures; and
- Obtain easement accessibility agreements for locations requiring sewer system operations and maintenance, as applicable.

3.2 Municipal Code

The City's Municipal Code, Title 5-Sanitation and Health, Chapter 5.24-Waste Disposal and Chapter 5.26-Discharge of Fats, Oils and Grease (Municipal Code) provides the necessary legal authority for the sewer collection system. The codes are posted on the City's website and can be found using the following electronic link.

City's Municipal Code Link:
https://library.municode.com/ca/tracy/codes/code_of_ordinances?nodeId=TIT5SAHE_CH5.24WADI.

Portions of these chapters are summarized in **Table 3-1** and meet the regulatory requirements described above.

Table 3-1 – Legal Authority Checklist

Municipal Code Section	Description
Prevention of Illicit Discharges	
Code 5.24.050	Prohibitions on Discharge, lists wastes that shall not be discharged to the City's sewer system.
Code 5.24.140	Limitations of the Point of Discharge, describes the requirements for discharging waste through an approved building sewer and reporting accidental spills into manholes.
Codes 5.24.240	Requires sewer users to keep their connections in good working order at user's expense and to be liable for all damages resulting from the failure to do so; allows inspectors site access and entry rights.
Code 5.24.390	Wastewater Discharge Surveys, describes the requirements for keeping an annually updated Discharge Survey Report on file with the City, which includes information on the nature of a user's business, production quantities, hours of operation, and number and classification of employees, as well as chemical constituents stored on-site, and other information related to the operation.
Code 5.26.040	Prohibitions for all food service establishments (FSEs) to reduce FOG in the City's sewer system.
Code 11.34.070	Prohibition of illicit connections. The construction, use, maintenance or continued existence of illicit connections to the stormwater conveyance system is strictly prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
Methods to Ensure Proper Design and Construction	
Code 5.24.240	Maintenance and Inspections of Sewer Connections: describes the requirement to maintain sewer connections in good order.
Code 5.24.270	Approval of Plans for Sewage Construction: describes the requirement that construction or alteration of sewer facilities require obtaining City approval by submitting construction plans and specifications prepared by a California engineer. It also requires that plans for sewage construction shall be designed in accordance with the standard specifications as adopted by the City.
Code 5.24.280	General Standards of Design: describes the requirements that sewer facilities shall be developed consistent with the system adopted by Council resolution and that their construction shall conform to the City standard specifications and plans approved by the City Engineer.
Code 5.24.410	Mandatory Discharge Permits: describes the requirements for obtaining a Wastewater Discharge Permit when discharging into the City's sewer. In addition, it describes application and monitoring requirements for industrial users. It also states that the conditions of Wastewater Discharge Permits shall be uniformly enforced by the City.

Municipal Code Section	Description
Code 5.24.440	Permit Application and Baseline Monitoring Report, describes the requirement that users seeking a Wastewater Discharge Permit shall complete and file an application that requires the submission of a baseline monitoring report supplying various information regarding the proposed facilities and the waste to be discharged.
Code 5.24.450	Permit Conditions, describes the conditions of the Wastewater Discharge Permit, which may include fees, allowable wastewater constituents, flow requirements, installation requirements, pretreatment requirements, specifications for monitoring programs, requirements for reporting and keeping records, allowable emissions rates, the City's inspection rights, non-compliance penalties, and other conditions deemed appropriate.
Code 5.24.540	Inspection and Sampling, describes the City's right to inspect the facilities and inspect and copy monitoring and discharge records of any user. It also describes the City's right for ready access at all reasonable times to all the user's premises in the performance of their duties.
Code 5.26.120	Facilities and Drawing Submittal Requirements, describes requirements for the City to submit plans and detail drawings of all sewer locations and connections, and schematic drawings of grease interceptors, FOG control devices or other FOG control equipment and appurtenances by size, location, and elevation.
Maintenance, Inspections, and Repairs	
Code 5.24.240	Requires users to keep sewer connections in good working order and allows a City inspector site access.
Code 5.24.050 (4)	Prohibits impairment of the effective maintenance and operation of the sewerage system.
Code 5.24.520	Right of Entry, states that City shall be permitted to enter all wastewater facilities of all properties served by the City for purposes of inspection, observation, measurement, sampling, testing, or any other duty.
Code 5.26.090	Grease Interceptor Maintenance Requirements, describe the frequency to maintain all existing and newly installed grease interceptors.
Code 5.26.150	Inspections and Sampling Conditions, describes the inspection and sampling of wastewater discharges of any FCE ascertain whether the intent of these regulations is being met and the FSE is complying with all requirements.
Code 11.34.240	The Director may inspect the facilities or property of any person to ascertain whether the purposes of this chapter are being met and compliance with the requirements of this chapter is being achieved.
Methods to Limit the Discharge of FOG and Other Debris into the Sewer System	
Code 5.24.050	Prohibitions on Discharge, states that no person shall discharge wastes that cause obstruction of flow in the City's sewer system or damage to the sewerage facilities.

Municipal Code Section	Description
Code 5.24.160	Pretreatment Requirements describes the City's right to enforce its pretreatment program as determined necessary and states that any facilities required to pre-treat wastewater to a level acceptable to the City shall be provided and maintained at the user's expense. It also requires that detailed plans showing the pretreatment facilities, operating procedures, and discharge permit application shall be submitted to the City.
Code 5.24.180	Oil, Sand, and Lint Separators, states oil or sand interceptors shall be provided by the waste discharger in service stations, auto repair shops, carwashes, and other facilities when, in the reasonable opinion of the City, they are necessary for the proper handling of any flammable wastes, sand, grease, oil or other harmful ingredients. All separators shall be of the type and capacity approved by the City and shall be so located as to be readily and easily accessible for cleaning and inspections. Food service establishments shall follow Chapter 5.26.
Code 5.26.050	FOG Discharge Limitations, states that no FSE shall discharge or cause to be discharged into the sewer system FOG that exceeds a concentration level adopted by the council or that may accumulate and/or cause or contribute to blockages in the sewer system or at the sewer laterals which connects the FSE to the sewer systems.
Methods to Enforce Violation of Sewer Ordinances	
Code 5.24.680	Enforcement Responsibilities, states that the City Manager shall ensure enforcement by coordinating the actions of Finances Director and the Director of Public Works and any other City departments concerned. It also states that the City can require compliance with the terms of this chapter by issuing administrative orders that are enforceable in a court of law or by directly seeking court action.
Code 5.24.690	Preliminary Determination of Non-compliance and Related Fees, describes the fees that the user is required to pay if routine sampling reveals non-compliance by the discharger.
Code 5.24.700	States that violations of any provisions or terms and conditions or requirements are subject to a Probations Order.
Code 5.24.710	Lists the Enforcement Compliance Schedule Agreement for industrial dischargers in non-compliance.
Code 5.24.720	Lists the Regulatory Compliance Schedule Agreements for industrial discharge non-compliance in violation of pretreatment requirements.
Code 5.24.730	Batch Dumps, describes fees and penalties when the City determines that a user has discharged concentrated non-compatible pollutants to the sewer system in a manner that is not approved by the City
Code 5.24.740	Authorizes several administrative order options when a discharger is out of compliance.
Code 5.24.750	Enforcement states that anyone who discharges prohibited wastewater that causes damage to the City's facilities resulting in cost to the City shall be liable to the City. It also describes injunction, civil penalties, and criminal penalties for violations of provisions of this chapter or permit conditions.

Municipal Code Section	Description
Code 5.26.190	Fees and Charges states that in order to recover from the users of the City's wastewater disposal system the cost of implementing the program, the City Council may adopt by resolution fees and charges.
Code 5.26.260	Violation and Penalties states any FSE or property owner in violation shall be liable to the City for all damages occasioned thereby.

4 Operations and Maintenance Program

This section of the SSMP addresses the requirement that enrollees describe their O&M program and specifically addresses several elements of the program.

4.1 Regulatory Requirements

The SSMP must include the items listed below that are appropriate and applicable to the City's system.

- An up-to-date map of the sanitary sewer system, and procedures for maintaining and providing State and Regional Water Board staff access to the map(s). The map(s) must show gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable stormwater conveyance facilities within the sewer system service area boundaries.
- Preventive Operation and Maintenance Activities
- Training
- Equipment Inventory System

4.2 Up-to-Date Map of Sanitary Sewer System

The City maintains a set of maps of the sanitary sewer and storm drainage systems. The maps are in AutoCAD format and Geographic Information System (GIS). The sanitary sewer maps show the gravity sewer pipelines, force main pipelines, and manholes. The City is actively working toward improving upon its current mapping information.

An up-to-date map of the sanitary sewer system, excluding the new Tracy Hills subdivision, showing the sewer facilities within the City's service area boundary is shown in **Figure 1-2**. The up-to-date map assists the Utilities Division to respond to emergencies, schedule regular maintenance, and plan replacement and rehabilitation projects as well as future growth.

4.3 Preventative Operation and Maintenance Activities

Regular maintenance and cleaning activities in the sanitary sewer system include gravity and pressure pipelines. The gravity collection system, which includes all gravity piping and associated facilities, is managed by the Utility Line Maintenance Supervisor. The pressure system, which includes all force mains, pump stations, and lift stations, is managed by the Utilities Maintenance Supervisor, who is also responsible for maintenance at the treatment plant. The maintenance activities for each system are described in the following subsections.

4.3.1 Gravity Sewer System

The City's preventive maintenance activities for gravity sewers are mainly prioritized by identified "hot spots" and the connecting pipes in their vicinity, as well as known older sections of pipe. Main line stoppages at hot spots are typically caused by grease, debris, low flows, and sags. At least monthly, hot spots locations are inspected by the collections crew. If needed, a crew of up to four staff members use hydro jetting equipment to perform hydraulic cleaning of the pipes. All maintenance work is presently performed by City staff and is not contracted out. Hot spot locations are provided in **Appendix D**.

Predictive maintenance, which is also proactive, is a method of establishing baseline performance data, monitoring performance criteria over a period of time, and observing changes in performance so that failure can be predicted, and maintenance can be performed on a planned, scheduled basis. System performance will be reviewed as an indicator of how the system is operated and maintained. The condition assessment process that leads to a rehabilitation and replacement CIP project will consider the impact of not correcting the problem on the City's maintenance workload and SSO potential.

City staff inspect pipes that have known problems by video after they are cleaned out. Cutters are used to clean roots from the sewer lines. Maintenance on manhole rings, lids, and structural repairs are made regularly. The Utility Line Maintenance Supervisor monitors the inspections informally and keeps track of the problem locations. The City has periodically utilized a manhole inspection form since 2022 to document the condition.

The City also has identified two areas where, if an SSO were to occur, the impact would be more significant than in other areas. The trunk line that runs along the East Side Channel that flows into the Sugar Cut is a high-priority line. This area is inspected once a week. Detention Basin 10, which pumps stormwater to the Old River, also could have a negative impact and is a high-priority line. This area is frequently inspected, and City staff has the ability to shut down the pumps if raw sewage is spilled into the detention basin. The City has been taking corrective action to prevent spills by repairing or replacing pipes in chronic problem areas.

4.3.2 Pressure System

O&M manuals are available for all equipment (e.g., pumps, generators, motor controls). Maintenance for the pressure system is documented in the Nexgen CMMS. The pressure system preventive maintenance is focused on maintenance activities for the force mains and the pump stations, as described below.

4.3.2.1 Force Main Preventive Maintenance

The City does not routinely clean force mains. Force main cleaning will be conducted on an as-needed basis, depending on factors that indicate that it is warranted. Depending on the overall performance of the pump station force main system, the extent of grease buildup and other factors are considered that may indicate the need for pipeline cleaning. Force main cleaning presents risks that could lead to SSOs and is carefully planned and coordinated. Appropriate indicators that cleaning may be warranted include a notable decline in pump station efficiency or an increase in backups. Corrosion is rarely a problem in properly designed force mains (e.g., pipeline slopes designed to eliminate any high spots where headspace gases can accumulate).

4.3.2.2 Pump Station Preventive Maintenance

The City has four pump stations (MacArthur, Larch Road, Hansen, and Tracy Hills) and four lift stations (Cabrillo, Sloan Court, Grantline, and Hillview).

Pump stations are checked by staff through on-site inspection during the work week. The pump stations have alarms that are routed to on-call staff after hours. Relevant maintenance activity for pump station operation includes electrical, mechanical, and physical aspects. Critical operating characteristics checked during periodic inspections include checking alarm systems, breakers, remote terminal unit, flow recorders, amperage on pumps, generators, and wet wells. The City uses a check list for each pump station inspection. Inspections are documented in Nexgen CMMS.

The four pump stations are monitored with a SCADA system. If a problem with the SCADA system is observed, the operator calls the maintenance crew. This maintenance activity is entered into a Nexgen CMMS.

Occasionally, vibration, temperature, and rotational testing are conducted at the pump stations. A hand-held amperage probe is used to monitor motor performance at pump and lift stations. This is part of a new scheduled program of work orders that will help with reordering and maintenance history. Sometimes testing work is contracted out when a problem is suspected, but it is dependent on the nature of the work. For example, special work on motors like a major motor rewind would likely require outside help.

Staff are assigned to monitor the pump stations daily and to resolve any problems that are encountered. Elapsed time meters exist for all mechanical equipment, pumps, and motors and can be read through SCADA. The Hansen, MacArthur, Larch Road, and Tracy Hills pump stations monitor flow and have overpressure sensors with alarms that activate a local strobe light and transmit an alert to operations. The pressure system is checked monthly.

Standby power is provided automatically by stationary generators at the four pump stations (Hansen, Larch Road, MacArthur, and Tracy Hills) and is checked monthly. Two portable pumps are available to provide emergency bypass to discharge into gravity lines in the event that a pump is down. The pump stations lose power three to four times a year. A maintenance callout list is available during power outages. Emergency calls are routed through the police department. Callouts are documented in Nexgen CMMS.

The Larch Road pump station, which is near a food packaging plant and at a low point close to the storm drain system, is considered a critical location in the system and is monitored closely.

4.3.3 Work Order System

This subsection describes the City's current work order system used to document scheduled and completed maintenance activities.

4.3.3.1 Gravity Sewer System

Maintenance work orders are generated from service requests initiated by customers. The service request system is a web-based application called Government Outreach. City staff has a performance objective to respond to the site of a spill within one hour of notification. During work hours, an administrative assistant contacts the supervisor immediately upon learning of the service issue. After-hours calls are routed through the City Police Department, which contacts operations on-call staff. The supervisor is contacted at home if the service issue is considered to be serious. The work is assigned to field crews by the supervisor. Once the work is completed, the service request is closed in Government Outreach by administrative staff.

The City uses a Citizen Relationship Management software application, a part of Government Outreach, which tracks all complaints and forwards the information to the supervisor for action and follow-up with the citizen. The application documents the requestor, address, type, dispatched crew member, and recommended corrective action. It is administered by the Information Systems Division, a part of the

Finance and Administrative Services Department, which generates and retains performance reports. The application provides a feature for customer feedback that is reviewed by the supervisor, who will follow up with staff and the customer if warranted. The application database is not used to determine preventive maintenance tasks.

The number of feet of pipe cleaned is reported to the Utility Line Maintenance Supervisor each month. The cause of sewer system backups is documented and used to define hot spot locations.

4.3.4 Pressure System

A CMMS program, NexGen, is used to document work orders at the pump stations.

4.4 Rehabilitation and Replacement Plan

Refer to **Appendix E** for a Rehabilitation and Replacement Plan prepared for the City on June 3, 2009. The City will continue to develop a rehabilitation and replacement plan as a component of the Master Plan that is under way.

4.4.1 Condition Assessment

The City may use closed-circuit television (CCTV), smoke testing, and other technologies to:

- Identify the location of sewer line blockages
- Find areas that need to be cleaned to prevent backups
- Identify pipes that need replacement or repairs
- Inspect new pipe for proper installation
- Find illegal or improper sewer connections

Gathering and assessing the information from the inspections will help identify and prioritize structural deficiencies for short-term and long-term rehabilitation project planning.

4.4.2 Asset Management

The City considers a structured approach to prioritizing asset management, including SSO data collection and analysis. The City's asset management approach prioritizes deficiencies based on several inputs including:

- CMMS information
- Customer complaints
- CCTV inspections
- Manhole inspections
- Hydraulic model
- Risk assessment to prioritize projects

4.5 Time Schedules for Capital Improvement Programs

The City Council relies on staff to provide information about collection system needs and funding requirements. The City Council reviews information provided by staff and adopts a prioritized list of projects during the annual budget process. The CIP list is developed and reviewed to align with anticipated

funding sources. The projects that do not have adequate funding are included on the list for planning purposes.

Rehabilitation projects are prioritized for areas affected by structural deficiencies or those that are considered high risk considering public health and safety and the environment. Condition assessment is a critical activity for a sustainable asset management program. Condition levels are tied to levels of service targets, and assessments focus on high-risk and projected near-term needs.

The City realizes the importance of seeking and correcting structural deficiencies prior to system failure. The collection system maintenance staff conducts periodic condition assessments on each sewer facility (e.g., manhole, main line, service lateral) to determine the location and extent of problem areas.

The City selects capital improvement projects based on cost effectiveness to fit the capital expenditure budget. The CIP is based on fiscal conditions and financial planning, including tapping into revenue sources such as grants, loans, bonds, and user fees. Long-term projects are those that are considered for implementation in 6 to 20 years.

4.5.1 Project Financing

Project financing options will vary depending on the cost of the project. Funding sources may include:

- Wastewater operations budget
- Special budgets (for specific maintenance efforts or projects)
- Local development contributions
- Federal/state/regional grants
- Federal/state/regional loans
- Municipal bonds

Current and future funding opportunities identified by the SWRCB that are applicable to wastewater facilities are listed in **Table 4-1**.

Table 4-1 – Current and Future Funding Opportunities

Organization	Funding Program
California Infrastructure and Economic Development Bank (I-Bank)	Infrastructure State Revolving Fund Program
California Department of Housing and Community Development (HCD)	Community Development Block Grant
State Water Resources Control Board	Clean Water State Revolving Fund Loan Program
U.S. Environmental Protection Agency	Clean Water State Revolving Fund
U.S. Department of Agriculture Rural Development	Water/Wastewater
Other financing identified includes:	
Municipal Services Group, Inc.	Municipalities

4.6 Training

The City's Utilities staff is trained in how to maintain and operate Tracy's collection system during normal conditions and during emergency conditions to manage flows and avoid SSOs. The California Water Environmental Association (CWEA) offers a well-developed training certification program suited to the WDR requirement to maintain ongoing staff training that ensures competency and current with regulatory standards in collection system maintenance. CWEA certifications are available in Target Solutions, the City's training database. The current training program consists of formal and informal elements, as follows:

- **Technical Training**: Training sessions are scheduled periodically by the Utility Line Maintenance Supervisor to address training on routine O&M activities. Most training is completed as on-the-job training, where knowledgeable staff trains less experienced staff in the O&M of equipment.

- **Skills Training (for equipment use and maintenance tasks)**: Staff members learn on the job without the use of standard O&M procedures. If new equipment is purchased, the supervisor requests that the manufacturer offer informational training on the proper use of the equipment.

- **Safety Training**: Weekly tailgate meetings are conducted by the supervisor, who selects topics based on observations during the prior week. American Water Works Association video tapes are also available.

- **Confined Space Entry**: A confined space procedure manual was created in February 1997. Test results from previous Confined Space Entry exams are documented in handwritten forms, which are stored in a Confined Space Entry binder. Refresher courses are available for staff.

- **Lock Out/Tag Out**: All authorized staff members are required to sign a document acknowledging their Lock Out/Tag Out responsibilities. Training and refresher courses are offered to staff periodically.

Contractor operations are overseen by staff or consulting inspectors to assure proper construction techniques are used and sanitary sewer overflow risks are avoided. Contractors construct specifications and regulatory requirements established within contract and bid documents. Contractors are required to carry liability insurance coverage based on the scope of work. Emergency work is conducted by an approved list of contractors.

4.7 Equipment and Replacement Part Inventories

A list of the City's current sewer system equipment inventory, including the identification of critical replacement and spare parts, is provided in **Appendix F**.

4.7.1 Gravity Sewer System

Equipment and tools are stored in the Utilities Building at the Boyd Service Center. The supervisor monitors the inventory as day-to-day activities are performed and informally monitors staff purchases. Critical pieces of equipment and tools are determined from experience with local suppliers and past equipment and tool failures. Most vendors are available around the clock, seven days a week to supply parts in the event of an emergency. Maintenance staff can order parts directly through the Purchasing Clerk. Operations and equipment manuals are stored in the lunchroom and at various locations within the Facilities Office.

4.7.2 Pressure System

Pressure system equipment is stored at the Boyd Service Center. Asset inventory information, such as for the pump stations, is stored in NexGen. The City does not maintain spare pumps but utilizes pump redundancy. The redundant pumps at each station provide sufficient capacity if a pump or motor needs to be repaired.

5 Design and Performance Provisions

This section includes design and construction standards and specifications for the installation of new sewer systems and for the rehabilitation and repair of existing systems. The City's Engineering Design and Construction Standards were last updated in 2020. The document includes Standard Plans for Streets and Utilities and Standard Specifications.

5.1 Regulatory Requirements

The SSMP must include the following items as appropriate and applicable to the City's system:

- Updated design and construction standards and specifications for the construction, installation, repair, and rehabilitation of existing and proposed system infrastructure components, including but not limited to pipelines, pump stations, and other system appurtenances. If existing design criteria and construction standards are deficient to address the necessary component-specific hydraulic capacity as specified in Section 8 (System Evaluation, Capacity Assurance and Capital Improvements), the procedures must include component-specific evaluation of the design criteria.
- Procedures and standards for inspection and testing of newly constructed, newly installed, repaired, and rehabilitated system pipelines, pumps, and other equipment and appurtenances.

5.2 Updated Design and Construction Standards and Specifications

The City's Sanitary Sewer Design Standards (Standards) require sewer design in accordance with all City regulations, including the Wastewater Master Plan (and supplements thereto), the Standards Specifications, and Design Standards. The City requires the design of the sanitary sewer system to be sized to provide wastewater capacity that adequately conveys all reasonably anticipated wastewater that could be generated by a development project and the surrounding areas identified. The Standards are applicable to new sewer systems, pump stations and other appurtenances, and for the rehabilitation and repair of existing sewer systems. Sewer system design within development areas must be an appropriate size and capacity to adequately convey all domestic and industrial waste that can be reasonably predicted under conditions of eventual build-out.

The City's Design & Construction Standards were updated on February 18, 2020, to provide minimum standards for the design, construction, maintenance, repair, and alteration of all public facilities and specified private improvements. A copy of the City's Design & Construction Standards is provided in **Appendix G**. The Design & Construction Standards consists of two separate documents labeled as "Design Standards" and "Standard Plans".

In December 2012, a Wastewater Master Plan (2012 WWMP) was prepared for the City to project future wastewater flow and mass loading conditions from available land use data and summarize hydraulic and process infrastructure capacity requirements. The City is currently working on updating the 2012 WWMP. A copy of the 2012 WWMP is provided in **Appendix H**.

5.2.1 Design Flow Calculations

Estimated average wastewater flows for residential dwelling units and other land use types are listed in the 2012 WWMP. The design flow is determined by multiplying the average minimum design flow by a peaking factor for the land use types shown in the 2012 WWMP. In addition, the design flow includes I&I.

5.2.2 Gravity System Design

The Standards have requirements for vertical alignment, horizontal alignment, slope, and pipe specifications that must be implemented for sewer system construction. Upper laterals are the portions of sewage system between the sewer clean-out and building maintained by property owners. Lower lateral are the City maintained laterals from the sidewalk clean-out to the main. The City-maintained lower lateral may lie in a street right-of-way or dedicated easement. The Standards address sewer lateral requirements. Minimum standards for manholes are included in the Standards.

5.2.3 Pressure System Design

Special design of sewer force mains or other unusual features or structures require individual approval by the City Engineer. All proposed sewage pump systems, including residential systems, must be submitted to the City Engineer for determination of circumstances necessitating pump usage and design. Fifty-percent standby capacity is required and a minimum of two pumps. Standby power is also required.

5.2.4 Standard Plans

The City's Standard Plans for sewer system construction activities includes the following:

- Standard Plan No. 200 – Sanitary Sewer Manhole
- Standard Plan No. 201 – Sewer Lateral New Development
- Standard Plan No. 202 – Sewer Lateral
- Standard Plan No. 203 – Sand/Oil Interceptor
- Standard Plan No. 204 – Drop Manhole
- Standard Plan No. 205 – Sewer Lateral Repair
- Standard Plan No. 501 – Trenching & Resurfacing
- Standard Plan No. 502 – Subdivision Trenching and Backfill
- Standard Plan No. 503 – Dry Utility Crossings and Locations
- Standard Plan No. 504 – Storm, Sewer & Water Locations

The City updates the Standards as necessary to reflect the latest development in the engineering and construction industry, and the changes in regulatory requirement and construction law.

5.3 Procedures and Standards for Inspection and Testing

The City currently requires inspection and testing before a project can be accepted. Inspection may be conducted by the Development and Engineering Services, Public Works Department, or consulting engineers. Inspection of sewer infrastructure construction projects are incorporated into the City's construction standards and specifications. Inspection and testing requirements for work that is put out to bid includes inspection and testing requirements in the specific project contract documents.

5.3.1 Inspection

CCTV inspections, which can identify grade variations or other construction defects, are required before sewer system projects can be accepted by the City. Testing may also be required in addition to the CCTV inspections.

5.3.2 Testing

Acceptance testing may include the following:

- Low-pressure air test or water test to identify leakage
- Mandrel test to identify deflection in flexible pipe
- Water or vacuum test of manholes to identify leakage

The City must comply with California Public Contracting Code, therefore, in house maintenance work and construction is limited to a specified dollar amount. Projects estimated to be over that limit must be publicly advertised for bid and performed by an appropriately licensed contractor.

6 Spill Emergency Response Plan

This section provides a description of the spill emergency response procedures that are used by the City to prevent and respond to SSOs. The section addresses the SSO notification procedures to primary responders and regulatory agencies, the City's SSO Response Program, notification procedures to Impacted Entities, Training and Awareness, Public Safety, and SSO Prevention and Containment Measures.

6.1 Regulatory Requirements

The SSMP must include an up-to-date Spill Emergency Response Plan to ensure prompt detection and response to spills, to reduce spill volumes and collect information for prevention of future spills. The Spill Emergency Response Plan must include procedures to:

- Notify primary responders, appropriate local officials, and appropriate regulatory agencies of a spill in a timely manner (within the time frames specified in Order 2022-0103-DWQ and other applicable regulatory requirements);
- Notify other potentially affected entities (e.g., health agencies, water suppliers, etc.) of spills that potentially affect public health or reach waters of the State;
- Comply with the notification, monitoring and reporting requirements of this General Order, State law and regulations, and applicable Regional Water Board Orders;
- Ensure that appropriate staff and contractors implement the Spill Emergency Response Plan and are appropriately trained;
- Address emergency system operations, traffic control and other necessary response activities;
- Contain a spill and prevent discharge to waters of the State or any drainage conveyance system;
- Minimize and remediate public health impacts and adverse impacts on beneficial uses of waters of the State;
- Remove sewage from the drainage conveyance system;
- Clean the spill area and drainage conveyance system in a manner that does not inadvertently impact beneficial uses in the receiving waters;
- Implement technologies, practices, equipment, and interagency coordination to expedite spill containment and recovery;
- Implement pre-planned coordination and collaboration with storm drain agencies and other utility agencies/departments prior, during, and after a spill event;
- Conduct post-spill assessments of spill response activities;
- Document and report spill events as required in the new General Order; and
- Annually, review and assess effectiveness of the Spill Response Plan, and update the Plan as needed.

6.2 Stand-Alone Document

The Spill Emergency Response Plan (ERP) was prepared as a stand-alone document. A copy of the current Spill ERP is provided in **Appendix I**.

7 Sewer Pipe Blockage Control Program

This section provides a description of the sewer pipe blockage control program for the City. The section also addresses the applicability of the sewer pipe blockage control program to the City, a plan for public outreach, FOG disposal, legal authority, grease removal device requirements, authority to inspect grease producing facilities, a plan to identify sewer system sections subject to FOG blockages, and a plan to develop source control measures for all sources of sewer blockage in the sanitary sewer system.

7.1 Regulatory Requirements

The SSMP must include procedures for the evaluation of the City's service area to determine whether a sewer pipe blockage control program is needed to control FOG, rags, and debris. If the City determines that a program is not needed, the City shall provide justification in its plan for why a program is not needed. The sewer pipe blockage control program must include:

- An implementation plan and schedule for a public education and outreach program that promotes proper disposal of pipe-blocking substances;
- A plan and schedule for the disposal of pipe-blocking substances generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of substances generated within a sanitary sewer system service area;
- The legal authority to prohibit discharges to the system and identify measures to prevent spills and blockages;
- Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, best management practices (BMP) requirements, recordkeeping and reporting requirements;
- Authority to inspect grease producing facilities, enforcement authorities, and whether the City has sufficient staff to inspect and enforce the FOG ordinance;
- An identification of sanitary sewer system sections subject to FOG blockages and establishment of a cleaning schedule for each section; and
- Implementation of source control measures for all sources of FOG reaching the sanitary sewer system for each section identified above.

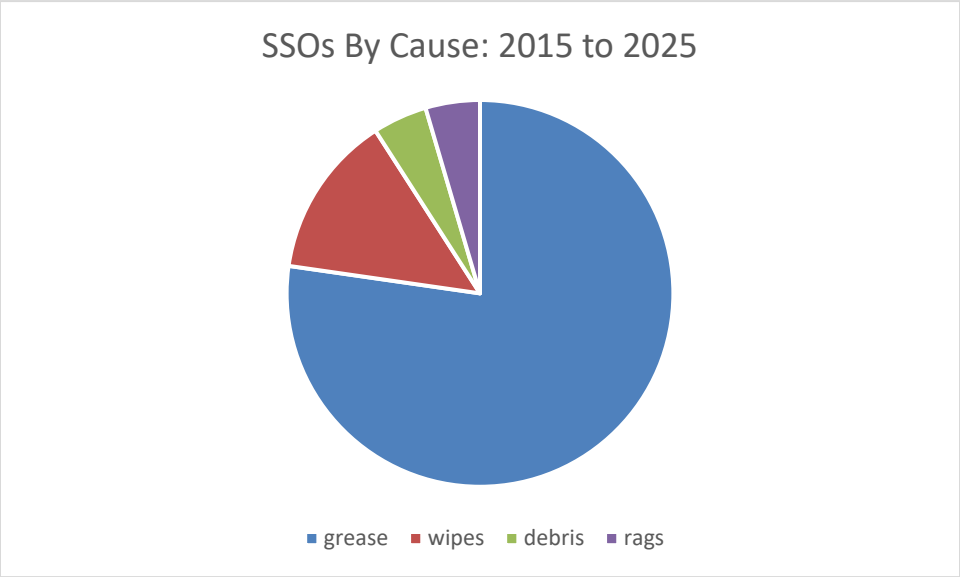
7.2 Public Education and Outreach Program

Historical records for the City from the online SSO database show that the City had 22 SSOs during the last 10 years and 17 of those were caused by FOG. All other SSOs in the past 10 years were caused by wipes, debris, and rags (figure 7.1). The City has not experienced any major issue with root intrusion in the sewer collection system.

The City has developed a training form for BMP for Fats, Oils, and Grease Control for both residential and FSE users. The training form states that all FSEs need to implement the BMPs in accordance with the requirements and guidelines established by the City under its FOG control program to minimize the discharge of FOG to the sewer system. The City has distributed the FOG BMPs pamphlet to inform their customers about the issue with FOG and steps on how to prevent FOG in the sewer system. The FSE FOG training form pamphlet, and the Grease Removal Device (GRD) Cleaning and Maintenance Log are provided in **Appendix J**. The City's website has additional information for FSE and residential users on proper sewer maintenance. Outreach "swag bags" are distributed at least once per year during events such as Earth Day. Additionally, Environmental Compliance staff conducts training to 5th grade students

on water conservation and how to keep storm and sewer pollution prevention.

Figure 7.1 -- SSOs By Cause: 2015 to 2025



7.3 Plan and Schedule for the Disposal of Pipe-Blocking Substances

A regional service provider has been established to provide local businesses and residents with FOG disposal information. The residents and businesses that can adequately dispose of FOG may include rendering services (brown grease) and clean grease (yellow grease/fryer grease) disposal facilities. Information for FOG and grease traps/interceptors are available to the public online and provided in **Appendix J**.

- Disposal of FOG within the San Joaquin County
  - San Joaquin County's Permanent Household Hazardous Waste Consolidation Facility
    - https://www.sjgov.org/department/pwk/solid-waste/san-joaquin-county-solid-waste-facilities/san-joaquin-county-household-hazardous-waste-facility
- Food Services Establishments FOG Resources
  - https://www.cityoftracy.org/our-city/departments/utilities/environmental-compliance/food-service-establishments
- Residents FOG Resources
  - https://www.cityoftracy.org/our-city/departments/utilities/environmental-compliance/residents
- San Joaquin County list of liquid waste haulers
  - https://www.sjgov.org/docs/default-source/environmental-health-documents/liquid-waste/disposal-sites-for-septic-tank.pdf?sfvrsn=637e8bed_3

7.4 Legal Authority to Prohibit Discharges

The City of Tracy Municipal Code – Title 5 Sanitation and Health provides the legal authority to prohibit FOG discharges into the City's sewer system (City Code §5.26.040). As a part of the permitting process, a determination is made regarding the requirement for grease traps and cleaning schedules for each facility.

Design standards are in place for waste interceptors (Design Standard Plan No. 203). The City also has adopted the Uniform Plumbing Code requirements. The current version is automatically adopted by resolution.

7.5 Grease Removal Devices

Facilities are required to install removal devices to reduce FOG in the waste stream in accordance with the FOG discharge requirements of the City of Tracy Municipal Code – Title 5 – Sanitation and Health. The FOG program has developed standards for BMPs, maintenance, and record keeping requirements. BMPs are under Chapter 5.26.080; maintenance and record keeping requirements are under Chapter 5.26.090 and 5.26.160.

7.6 Authority to Inspect

The City of Tracy Municipal Code – Title 5 – Sanitation and Health prohibits FOG from being discharged into the wastewater collection system. The ordinance also establishes City enforcement authority and has provisions for the City to enter and inspect grease control facilities (§5.26.150).

7.7 Identification of System Sections Prone to FOG Blockages

Over the past several years, the City has identified specific sections, or hot spots, of the sewer system that are subject to blockages caused by FOG. Assessment of system sections prone to FOG blockages are shown to be primarily residential. Residential outreach efforts to be increased by Environmental Compliance staff.

7.8 Source Control Measures

Source control measures which have been initiated by the City include the development of BMPs for FOG control and a guidance manual for FSEs and general tips for homeowners regarding FOG. Environmental Compliance Technicians are in the process of delivering FOG binders to all FSEs in preparation for implementing annual FOG inspections of FSEs.

8 System Evaluation, Capacity Assurance and Capital Improvements

This section evaluates the City's sanitary sewer system and provides a description of recently completed capital improvement projects. A plan for the development of future capacity enhancement measures is also provided.

8.1 Regulatory Requirements

The SSMP must include procedures and activities for:

- Routine evaluation and assessment of system conditions;
- Capacity assessment and design criteria;
- Identification of risk and prioritization of corrective actions; and
- A capital improvement plan.

More detailed requirements for each of these procedures and activities listed above are included in each section below.

8.2 System Evaluation and Condition Assessment

The 2012 WWMP was prepared to evaluate the City's existing sewer collection system and wastewater treatment facilities and provide recommendations to serve potential customers. In addition, the City General Plan prepared on February 1, 2011 (2011 General Plan) provides a vision for the future and establishes a framework for how the City should grow and change over the next two decades. The 2011 General Plan is a principal policy and planning document for guiding future conservation, enhancement, and development in the City. Planning information in the 2011 General Plan was used to develop the 2012 WWMP.

The City is currently in the process of updating the sewer hydraulic model to access the performance of the collection system and identify hydraulic deficiencies. The City also conducts a hydraulic analysis of the sewer system to evaluate if sufficient capacity is available prior to approving new developments.

8.3 Capacity Assessment and Design Criteria

Capacity assessment and design criteria of the City's sanitary sewer system can be found in the 2012 WWMP provided in **Appendix H**. Wastewater flows were projected using updated wastewater generation factors and the most current land use planning data available [5]. Assumptions used in developing future mass loadings within the future service areas are discussed further in the 2012 WWMP and are anticipated to be updated in the upcoming Master Plan.

8.4 Prioritization of Corrective Action

In 2019, a WWTP Facility Plan was prepared for the City to evaluate existing and future treatment facilities discussed in the 2012 WWMP. The WWTP Facility Plan was not formally adopted by City Council but is used as a guidance tool. The recommended wastewater treatment facilities were designed based on the future wastewater flows and characteristics. A phasing plan was created to phase the improvements based on the capacity of the WWTP. Refer to **Appendix K** for the 2019 WWTP Facility Plan.

The City has made several improvements to the existing sewer system over the last decade. A wastewater system analysis for the Corral Hollow Road and Lammers Road sewer systems was prepared in January 2018 (Corral Hollow & Lammers Analysis). This capacity analysis discussed the recent improvements to the Corral Hollow Sewer System which consists of a parallel sewer line along Corral Hollow Road from I-205 to Fieldview Drive (Phase 1 of the Corral Hollow Sewer System upgrade) which differ from the recommended improvements in the 2012 WWMP. The project is 40% completed and expected to be 100% completed by March 2026. The City has completed the installation of a new gravity sewer line between Parkside Drive and Tracy Hills also known as Phase 3 of the Corral Hollow Sewer System upgrade. Near-term and long-term capital improvement projects for the sewer collection system are provided in the 2012 WWMP and the Corral Hollow & Lammers Analysis Technical Memorandum. Refer to **Appendix L** for the wastewater analyses for the Corral Hollow Road & Lammers Road sewer systems.

8.5 Capital Improvement Plan

The City's approach is to prioritize, plan, and implement projects for any identified capacity enhancement needs based on capacity, condition, and risk assessment. The improvement categories for the capital improvement process are as follows:

- **Capacity Improvements:** The capacity analysis evaluates the impact of sewer flows on the City's sewer system. The hydraulic evaluation determines where capacity problems exist or will develop in the future to help develop a CIP to construct the needed facilities. If the system has insufficient capacity to accommodate the flows from the capacity analysis, improvements will be recommended to upsize the system to accommodate the sewer flows. Once the improvements are determined, an optimization analysis will be performed to determine cost-effective improvements to upsize the system to accommodate the additional flows.

- **Rehabilitation Improvements**: The capacity modeling identifies potential problem areas that are prioritized within the CIP. CIP projects are primarily identified and implemented based on capacity assessments or the need for rehabilitation or repair. The hydraulic modeling is used to confirm that sewers are designed to handle all the flows, including rainfall dependent I&I. Condition assessments drive the need for rehabilitation and repair projects. Structural and hydraulic problems can be closely related, and one project may address multiple needs.

- **Operational Improvements**: In addition to capacity enhancement improvements, the hydraulic analysis will identify any operational improvements within the sewer system. The costs for these operational improvements will also be considered as part of the CIP. Operational improvements include updating the City's SCADA, adding new controls on existing facilities, and changing the pump station operations.

- **Funding:** A key step to the successful implementation of capital improvement projects is to identify financing mechanisms and rate structures that fund the CIP. The City has a 5-year CIP for wastewater improvements incorporated into the annual budget. Wastewater improvement projects are listed in the annual budget, including information such as project number, title, estimated cost, identified funding sources, prior year expenditures, and appropriations.

The City's Adopted Operating and Capital Budget for fiscal year (FY) 2024-2025 goes over wastewater infrastructures and treatment facilities capital improvement projects from FY 2024/2025 to FY 2026/2027. The 2024-2025 Operating Budget includes over $12.6M for CIP projects such as upgrades, extensions, and replacements to wastewater treatment lines and equipment, and an updated WWMP. Refer to **Appendix M** for the 2024-2025 Operating and Capital Budget. Additional wastewater CIP projects are provided in the 2012 WWMP and the 2019 WWTP Facility Plan.

9 Monitoring, Measurement, and Program Modifications

This section of the SSMP addresses recordkeeping requirements, monitoring, and measurement of program effectiveness, preventive maintenance performance, SSMP updates based on performance, and identification of SSO trends. Techniques that are critical to effective sewer system management include data management, establishing annual performance goals (e.g., sewer system inspection, cleaning, maintenance, and rehabilitation), and trend tracking.

9.1 Regulatory Requirements

The SSMP must include an adaptive management section that addresses Plan implementation effectiveness and the steps for necessary Plan improvement, including:

- Maintaining relevant information, including audit findings, to establish and prioritize appropriate SSMP activities;
- Monitoring implementation and measuring the effectiveness of each SSMP Element;
- Assessing the success of preventive operation and maintenance activities;
- Updating SSMP procedures and activities based on results of monitoring and performance evaluations; and
- Identifying and illustrating spill trends, including spill frequency, locations, and estimated volumes.

9.2 Maintain Records

The City is currently in the process of selecting a CMMS software which is expected to be completed by December 1, 2025. The CMMS program will be used to maintain system information. The City has implemented a GIS mapping system that provides the public with direct access to the City's assets and demographic information along with the ability to analyze that data.

9.3 Monitor and Measure Program Effectiveness

The City is moving toward establishing a program to monitor implementation of the SSMP and will measure the effectiveness of the SSMP through improved performance, which should be completed upon implementation of the new CMMS program. By monitoring and reviewing the SSMP, the City would expect to see benefits such as:

- Reduced incidence of unauthorized discharges due to dry and wet weather events
- Enhanced customer service response and relations
- Optimization of existing resources to meet growing demands and expectations
- Financial stability through better anticipation of capital and O&M requirements

Assessing the success of the SSMP program will require a review of information. The City wastewater staff will conduct reviews to establish benchmarks for performance of the SSMP as follows:

- The City will have the ability to evaluate data to look at seasonal conditions, such as wet weather and dry weather comparisons.

- The City will maintain and track information on system operation by keeping the CMMS up to date.
- The City will review several factors including the number of SSOs, locations of SSOs, cause of SSOs, frequency of customer complaints, and many other factors.
- The City will have real-time access to maintenance activity data and the ability to compare it to past years.

Information will be compared to data collected in prior years to assess performance and identify system priorities and measures that can be implemented or modified to improve and achieve goals.

9.4 Assess Preventive Maintenance Activities

The success of preventive operation and maintenance activities will be assessed based on staff input, SSO trends, and other performance measure targets.

9.5 Update SSMP Based on Performance

The City will conduct the SSMP program audit as required every three years and identify areas that may require improvement or updating. Data will be reviewed during the audit process and a progress report will be prepared. The internal audit will document effectiveness of the SSMP, potential modifications that should be made for program improvement, and/or a summary of program activities. Updates to program elements, as appropriate, will be made during the auditing process.

9.6 SSO Trends

Historical SSOs will be reviewed to assist the City with determining if adjustments to the operation and maintenance program and CIP are necessary. The SSO trends from the last two audit periods (2019 to 2024) are shown in **Figures 9-1 and 9-2**.

Figure 9-1 – SSOs Per Year Chart

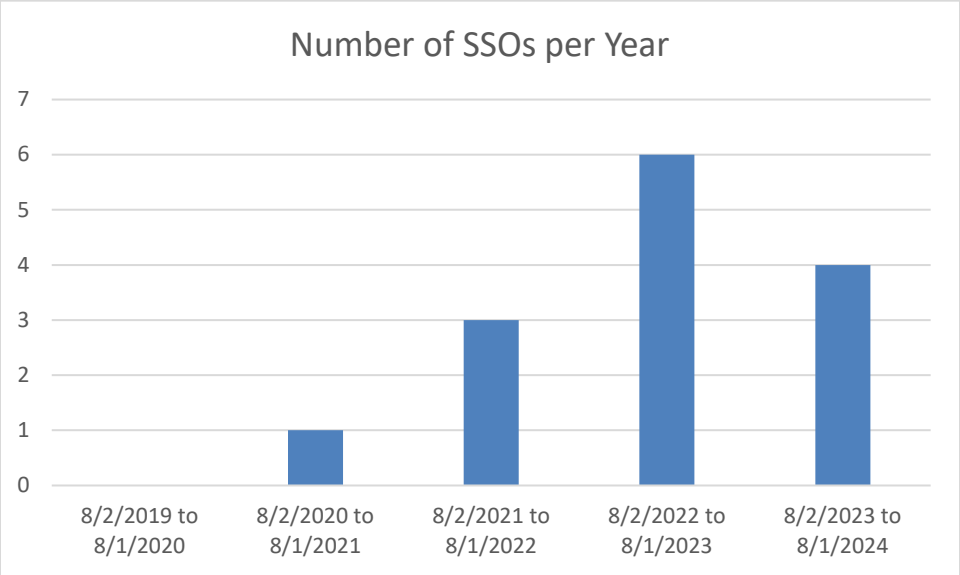
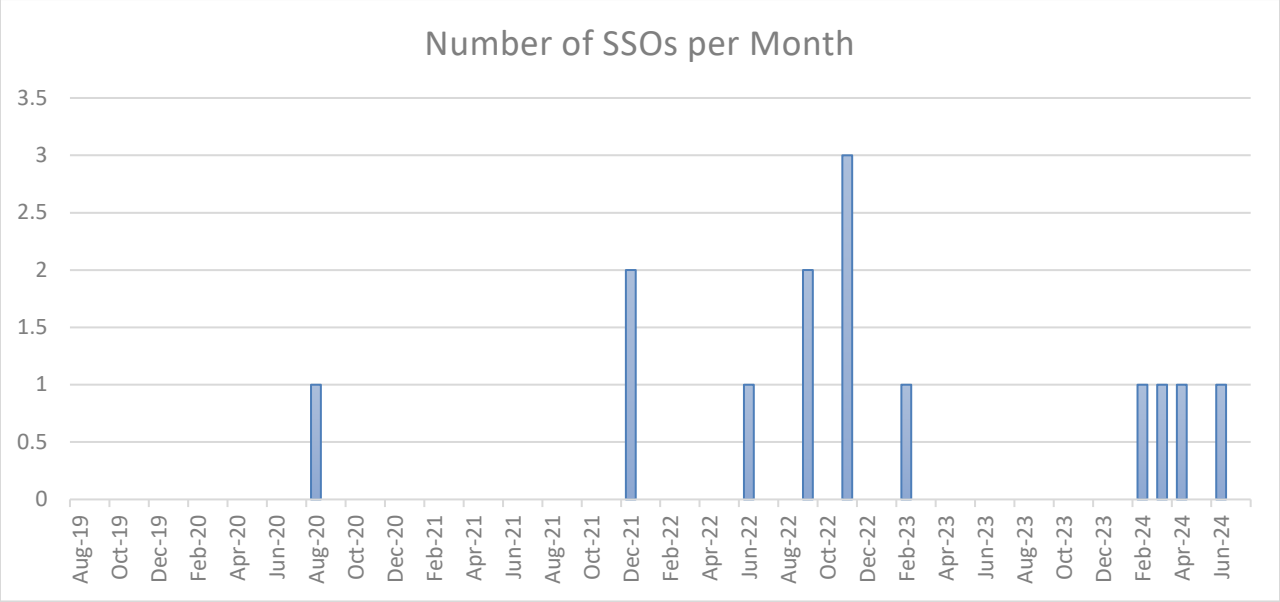


Figure 9-2 – SSOs Per Month Chart



10 Internal Audits

This section provides a description of the process the City will use to perform periodic audits of the key elements of the SSMP. The audits will occur every three years and a report will be prepared and kept on file that describes the findings of the most recent audit. The audit will focus on evaluating the effectiveness of the SSMP and the City's compliance with the SSMP requirements. Any deficiencies discovered because of the audit will be identified and steps will be taken to correct any identified problem areas related to SSO reduction objectives.

10.1 Regulatory Requirements

The SSMP shall include internal audit procedures, appropriate to the size and performance of the system, for the City to comply with Order 2022-0103-DWQ.

10.2 SSMP Audits Overview

As part of the SSMP, the City is required to conduct internal audits every three years, based on the schedule requirements contained in Order No. 2006-003-DWQ and the transition to the updated schedule requirements in Order 2022-0103-DWQ. The audit will evaluate how well the program accomplished the programed goals established, and whether the program, as implemented, is effective overall. Proper management, operational, and maintenance program implementation required the utility to assess performance on a regular basis. The purpose of the audit is to determine whether the programs are achieving established goals and to determine if the program is being implemented efficiently and cost effectively.

- The audit will evaluate the effectiveness of the SSMP and compliance with the requirements.
- Identification of deficiencies and corrective actions must be a result of the audit.
- Demonstrated items should include achievement (e.g., meeting or exceeding performance goals) and budget allocations either from the SSMP implementation date or the most recent audit.
- Corrective actions listed should include any ongoing corrective actions.
- If a corrective action was implemented, it should be noted in the audit.

If deficiencies or modifications are identified as part of the audit, the SSMP will be updated accordingly, or Project Data Sheets will be created to document and track progress on recommended program improvements.

Audit Requirements include:

- Conduct a periodic internal audit at least every three years.
- Evaluate each SSMP element
- Demonstrate effectiveness of the SSMP and compliance with the General WDR
- Prepare an audit report and keep in file

10.3 Audit Schedule

The next audit is due on August 2, 2027, as shown in **Table 1-1.**

11 Communication Program

This section describes how the City communicates on a regular basis with stakeholders on the development, implementation, and performance of its SSMP. The stakeholders include the City Council, the ratepayers, regulatory agencies, or other local agencies that may have an interest in the SSMP development and implementation.

11.1 Regulatory Requirements

The SSMP must include procedures for the City to communicate with:

- The public for:
  - Spills and discharges resulting in closures of public areas, or that enter a source of drinking water, and
  - The development, implementation, and update of its Plan, including opportunities for public input to Plan implementation and updates.
- Owners/operators of systems that connect into the City's system, including satellite systems, for:
  - System operation, maintenance, and capital improvement-related activities.

11.2 Communication and Public Outreach

The City maintains a web site (https://www.cityoftracy.org) to inform the public of City activities. General and other important information is available to the public. Tips on acceptable use of garbage disposals and contact information for reporting sewer issues are provided. Other communication tools include utility bill inserts, and articles in the City's Citizen Newsletter.

The City is committed to communicating on a regular basis with interested parties on the implementation and performance of the SSMP. The communication program allows interested parties to provide input as the program is developed and implemented.

- The City will comply with this requirement by providing information on the website and at the administrative office.
- The City Council meets the first and third Tuesday of each month and meetings are open to the public.
- City staff contact information is available to the public and staff may be contacted conveniently by phone or via email.
- Current SSMP information will be available to the public on an ongoing basis as the program is developed and implemented.

Table 11-1 provides a list of some specific communications tactics that the City will implement to communicate on a regular basis with interested parties on the implementation and performance of the SSMP.

Table 11-1 – SSMP Communications Tactics

Stakeholder	Area of Interest	Tactic	Who	Timeline
City Council	Environmental stewardship	Board information updates	Management	Annually
	Rates and fees	Briefings with City Council	Management	Annually
	Performance targets	Briefings to the Board and reports	Operations Staff	Semi-annually
	Policies	Program Web site	Communications Staff	Semi-annually
	Ordinances	SSO Reduction Progress	Regulatory Staff	Semi-annually
Ratepayers	SSOs	Program Web Site	Communications Staff	Semi-annually
	Feedback to SSMP development process		Regulatory Staff	
	Service levels and targets			
	Rates and fees			
<u>Other Agencies</u>				
Regional Board or State Board	Number and Volume of SSOs	CIWQS Reports	Staff/Management	Continuous
Other Central Valley Wastewater Agencies	Causes of SSOs	CIWQS Reports	Staff/Management	Continuous
	Sharing Resources	Support during large storm events	Operations and Maintenance Staff	Wet Weather Seasons

11.3 Communication with Tributary Wastewater Systems

At this time, the City has no tributary or satellite connections to the wastewater collection system. A plan of communication will be developed and implemented should such connections occur in the future.

12 References

[1] City of Tracy Sewer System Management Plan, prepared by CH2M Hill, Inc., updated September 2010.

[2] City of Tracy General Plan, prepared by Design, Community & Environment, February 1, 2011.

[3] City of Tracy WWTP 2019 Facilities Plan, prepared by CH2M, September 2019.

[4] 2020 Urban Water Management Plan for the City of Tracy, prepared by eki environment & water, June 2021.

[5] Tracy Wastewater Master Plan, prepared by CH2M Hill, December 2012.

[6] City of Tracy Wastewater System Analysis for Corral Hollow Road & Lammers Road, prepared by CH2M Hill, updated January 2018.

ATTACHMENT A

CITY OF TRACY SSMP CHANGE LOG

The City's SSMP was last certified in August 2025. The following table summarizes the changes to the SSMP since its last certification.

SSMP ELEMENT	DESCRIPTION OF CHANGE	CHANGE AUTHORIZED BY	DATE

STATE WATER RESOURCES CONTROL BOARD
1001 I Street, Sacramento, California 95814
ORDER WQ 2022-0103-DWQ

STATEWIDE WASTE DISCHARGE REQUIREMENTS

GENERAL ORDER FOR SANITARY SEWER SYSTEMS

This Order was adopted by the State Water Resources Control Board on December 6, 2022.
This Order shall become effective **180 days after the Adoption Date of this General Order,** on June 5, 2023. The Enrollee shall comply with the requirements of this Order upon the Effective Date of this General Order.

This General Order does not convey any property rights of any sort or any exclusive privileges. The requirements prescribed herein do not authorize the commission of any act causing injury to persons or property, protect the Enrollee from liability under federal, state, or local laws, nor create a vested right for the Enrollee to continue the discharge of waste.

CERTIFICATION

I, Jeanine Townsend, Clerk to the Board, do hereby certify that this Order with all attachments is a full, true, and correct copy of the Order adopted by the State Water Board on December 6, 2022.

AYE:	Chair E. Joaquin Esquivel Vice Chair Dorene D'Adamo Board Member Sean Maguire Board Member Laurel Firestone Board Member Nichole Morgan
NAY:	None
ABSENT:	None
ABSTAIN:	None

Courtney Tyler for
Jeanine Townsend
Clerk to the Board

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1. INTRODUCTION

This General Order regulates sanitary sewer systems designed to convey sewage. For the purpose of this Order, a sanitary sewer system includes, but is not limited to, pipes, valves, pump stations, manholes, siphons, wet wells, diversion structures and/or other pertinent infrastructure, upstream of a wastewater treatment plant headworks. A sanitary sewer system includes:

- Laterals owned and/or operated by the Enrollee;
- Satellite sewer systems; and/or
- Temporary conveyance and storage facilities, including but not limited to temporary piping, vaults, construction trenches, wet wells, impoundments, tanks and diversion structures.

Sewage is untreated or partially treated domestic, municipal, commercial and/or industrial waste (including sewage sludge), and any mixture of these wastes with inflow or infiltration of stormwater or groundwater, conveyed in a sanitary sewer system. Sewage contains high levels of suspended solids, non-digested organic waste, pathogenic bacteria, viruses, toxic pollutants, nutrients, oxygen-demanding organic compounds, oils, grease, pharmaceuticals, and other harmful pollutants.

For the purpose of this General Order, a spill is a discharge of sewage from any portion of a sanitary sewer system due to a sanitary sewer system overflow, operational failure, and/or infrastructure failure. Sewage and its associated wastewater spilled from a sanitary sewer system may threaten public health, beneficial uses of waters of the State, and the environment.

This General Order serves as statewide waste discharge requirements and supersedes the previous State Water Resources Control Board (State Water Board) Order 2006-0003-DWQ and amendments thereafter. All sections and attachments of this General Order are enforceable by the State Water Board and Regional Water Quality Control Boards (Regional Water Boards). Through this General Order, the State Water Board requires an Enrollee to:

- Comply with federal and state prohibitions of discharge of sewage to waters of the State, including federal waters of the United States;
- Comply with specifications, and notification, monitoring, reporting and recordkeeping requirements in this General Order that implement the federal Clean Water Act, the California Water Code (Water Code), water quality control plans (including Regional Water Board Basin Plans) and policies;
- Proactively operate and maintain resilient sanitary sewer systems to prevent spills;
- Eliminate discharges of sewage to waters of the State through effective implementation of a Sewer System Management Plan;
- Monitor, track, and analyze spills for ongoing system-specific performance improvements; and
- Report noncompliance with this General Order per reporting requirements.

An Enrollee is a public, private, or other non-governmental entity that has obtained approval for regulatory coverage under this General Order, including:

- A state agency, municipality, special district, or other public entity that owns and/or operates one or more sanitary sewer systems:
  - greater than one (1) mile in length (each individual sanitary sewer system);
  - one (1) mile or less in length where the State Water Board or a Regional Water Board requires regulatory coverage under this Order; or
- A federal agency, private company, or other non-governmental entity that owns and/or operates a sanitary sewer system of any size where the State Water Board or a Regional Water Board requires regulatory coverage under this Order in response to a history of spills, proximity to surface water, or other factors supporting regulatory coverage.

For the purpose of this Order, a sanitary sewer system includes only systems owned and/or operated by the Enrollee.

2. REGULATORY COVERAGE AND APPLICATION REQUIREMENTS

2.1. Requirements for Continuation of Existing Regulatory Coverage

To continue regulatory coverage from previous Order 2006-0003-DWQ under this General Order, **within the 60-days-prior-to the Effective Date of this General Order**, the Legally Responsible Official of an existing Enrollee shall electronically certify the Continuation of Existing Regulatory Coverage form in the online California Integrated Water Quality System (CIWQS) Sanitary Sewer System Database. The Legally Responsible Official will receive an automated CIWQS-issued Notice of Applicability email, confirming continuation of regulatory coverage under this General Order. All regulatory coverage under previous Order 2006-0003-DWQ will cease on the Effective Date of this Order.

An Enrollee continuing existing regulatory coverage is not required to submit a new application package or pay an application fee for enrollment under this General Order. The annual fee due date for continued regulatory coverage from previous Order 2006-0003-DWQ to this General Order remains unchanged.

A previous Enrollee of Order 2006-0003-DWQ that fails to certify the Continuation of Existing Regulatory Coverage form in the online CIWQS database by the Effective Date of this Order is considered a New Applicant, and will not have regulatory coverage for its sanitary sewer system(s) until:

- A new application package for system(s) enrollment is submitted per section 2.2 (Requirements for New Regulatory Coverage) below; and
- The new application package is approved per section 2.2.2 (Approval of Application Package (For New Applicants Only)).

2.2. Requirements for New Regulatory Coverage

No later than 60 days prior to commencing and/or assuming operation and maintenance responsibilities of a sanitary sewer system, a duly authorized representative that

maintains legal authority over the public or private sanitary sewer system is required to enroll under this General Order by submitting a complete application package as specified below and as provided in Attachment B (Application for Enrollment Form) of this General Order.

Unless required by a Regional Water Board, a public agency that owns a combined sewer system subject to the Combined Sewer Overflow Control Policy (33 U.S. Code § 1342(q)), is not required to enroll, under this Order, the portions of its sanitary sewer system(s) that collects combined sanitary wastewater and stormwater.

2.2.1. Application Package Requirements

The Application for Enrollment package for new applicants must include the following items:

- **Application for Enrollment Form**. The form in Attachment B of this General Order must be completed, signed, and certified by a Legally Responsible Official, in accordance with section 5.1 (Designation of a Legally Responsible Official) of this General Order. If an electronic Application for Enrollment form is available at the time of application, a new applicant shall submit its application form electronically; and
- **Application Fee**. A fee payable to the "State Water Resources Control Board" in accordance with the Fee Schedule in the California Code of Regulations, Title 23, section 2200, or subsequent fee regulations updates.

  The application fee for this General Order is based on the sanitary sewer system's threat to water quality and complexity designations of category 2C or 3C, which is assigned based on the population served by the system. The current Fee Schedule for sanitary sewer systems is listed under subdivision (a)(2) at the following website: Fee Schedule (https://www.waterboards.ca.gov/resources/fees/water_quality/).

2.2.2. Approval of Application Package (For New Applicants Only)

The Deputy Director of the State Water Board, Division of Water Quality (Deputy Director) will consider approval of each complete Application for Enrollment package. The Deputy Director will issue a Notice of Applicability letter which serves as approved regulatory coverage for the new Enrollee.

If the submitted application package is not complete in accordance with section 2.2.1 (Application Package Requirements) of this General Order, the Deputy Director will send a response letter to the applicant outlining the application deficiencies. The applicant will have 60 days from the date of the response letter to correct the application deficiencies and submit the identified items necessary to complete the application package to the State Water Board.

2.2.3. Electronic Reporting Account for New Enrollee

Within 30 days after the date of the Approval of Complete Application Package for System Enrollment, a duly authorized representative for the Enrollee shall obtain a CIWQS Sanitary Sewer System Database user account by clicking the "User Registration" button and following the directions on the CIWQS Login Page

(https://ciwqs.waterboards.ca.gov). If additional assistance is needed to establish an online CIWQS user account, contact State Water Board staff by email at CIWQS@waterboards.ca.gov. The online user account will provide the Enrollee secure access to the online CIWQS database for electronic reporting.

2.3. Regulatory Coverage Transfer

Regulatory coverage under this General Order is not transferable to any person or party except after an existing Enrollee submits a written request for a regulatory coverage transfer to the Deputy Director, at least 60 days in advance of any proposed system ownership transfer. The written request must include a written agreement between the existing Enrollee and the new Enrollee containing:

- Acknowledgement that the transfer of ownership is solely of an existing system with an existing waste discharge identification (WDID) number;
- The specific ownership transfer date in which the responsibility and regulatory coverage transfer between the existing Enrollee and the new Enrollee becomes effective; and
- Acknowledgement that the existing Enrollee is liable for violations occurring up to the ownership transfer date and that the new Enrollee is liable for violations occurring on and after the ownership transfer date.

The Deputy Director will consider approval of the written request. If approved, the Deputy Director will issue a Notice of Applicability letter which serves as an approved transfer of regulatory coverage to the new Enrollee.

3. FINDINGS

3.1. Legal Authorities

3.1.1. Federal and State Regulatory Authority

The objective of the Clean Water Act is to restore and maintain the chemical, physical, and biological integrity of the waters of the United States (33 U.S.C. 1251). The Water Code authorizes the State Water Board to implement the Clean Water Act in the State and to protect the quality of all waters of the State (Water Code sections 13000 and 13160).

3.1.2. Discharge of Sewage

A discharge of untreated or partially treated sewage is a discharge of waste as defined in Water Code section 13050(d) that could affect the quality of waters of the State and is subject to regulation by waste discharge requirements issued pursuant to Water Code section 13263 and Chapter 9, Division 3, Title 23 of the California Code of Regulations. A discharge of sewage may pollute and alter the quality of the waters of the State to a degree that unreasonably affects the beneficial uses of the receiving water body or facilities that serve those beneficial uses (Water Code section 13050(l)(1)).

3.1.3 Water Boards Authority to Require Technical Reports, Monitoring, and Reporting

Water Code sections 13267 and 13383 authorize the Regional Water Boards and the State Water Board to establish monitoring, inspection, entry, reporting, and recordkeeping requirements. Water Code section 13267(b), authorizes the Regional Water Boards to "require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste within its region… or is suspected of having discharged or discharging, or who proposes to discharge, waste outside of its region that could affect the quality of water within its region shall furnish, under penalty of perjury, technical or monitoring reports which the regional board requires…In requiring those reports, the regional board shall provide the person with a written explanation with regard to the need for the reports and shall identify the evidence that supports requiring that person to provide the reports." Water Code section 13267(f) authorizes the State Water Board to require this information if it consults with the Regional Water Boards and determines that it will not duplicate the efforts of the Regional Water Boards. The State Water Board has consulted with the Regional Water Boards and made this determination.

The technical and monitoring reports required by this General Order and Attachment E (Notification, Monitoring, Reporting and Recordkeeping Requirements) are necessary to evaluate and ensure compliance with this General Order. The effort to develop required technical reports will vary depending on the system size and complexity and the needs of the specific technical report. The burden and cost of these reports are reasonable and consistent with the interest of the state in protecting water quality, which is the primary purpose of requiring the reports.

Water Code section 13383(a) authorizes the Water Boards to "establish monitoring, inspection, entry, reporting, and recordkeeping requirements… for any person who discharges, or proposes to discharge, to navigable waters, any person who introduces pollutants into a publicly owned treatment works, any person who owns or operates, or proposes to own or operate, a publicly owned treatment works or other treatment works treating domestic sewage, or any person who uses or disposes, or proposes to use or dispose, of sewage sludge." Section 13383(b) continues, "the state board or the regional boards may require any person subject to this section to establish and maintain monitoring equipment or methods, including, where appropriate, biological monitoring methods, sample effluent as prescribed, and provide other information as may be reasonably required."

Reporting of spills from privately owned sewer laterals and systems pursuant to section 5.15 (Voluntary Reporting of Spills from Privately-Owned Sewer Laterals and/or Private Sanitary Sewer Systems) of this General Order is authorized by Water Code section 13225(c) and encouraged by the State Water Board, wherein a local agency may investigate and report on any technical factors involved in water quality control provided the burden including costs of such reports bears a reasonable relationship to the need for the report and the benefits to be obtained therefrom. The burden of reporting private spills under section 5.15 (Voluntary Reporting of Spills from Privately-Owned Sewer Laterals and/or Private Sanitary Sewer Systems) is minimal and is outweighed by the benefit of providing Regional Water Boards an opportunity to respond to these spills

when an Enrollee, which in many cases has a contractual relationship with the owner of the private system, has knowledge of the spills.

3.1.4. Water Board Authority to Prescribe General Waste Discharge Requirements

Water Code section 13263(i) provides that the State Water Board may prescribe general waste discharge requirements for a category of discharges if the State Water Board finds or determines that:

- The discharges are produced by the same or similar operations;
- The discharges involve the same or similar types of waste;
- The discharges require the same or similar treatment standards; and
- The discharges are more appropriately regulated under general waste discharge requirements than individual waste discharge requirements.

Since 2006, the State Water Board has been regulating over 1,100 publicly owned sanitary sewer systems (See section 3.1.5 (Previous Statewide General Waste Discharge Requirements) of this General Order). California also has a large unknown number of unregulated privately owned sanitary sewer systems. All waste conveyed in publicly owned and privately owned sanitary sewer systems (as defined in this General Order) is comprised of untreated or partially treated domestic waste and/or industrial waste. Generally, sanitary sewer systems are designed and operated to convey waste by gravity or under pressure; system-specific design elements and system-specific operations do not change the common nature of the waste, the common threat to public health, or the common impacts on water quality. Spills of waste from a sanitary sewer system prior to reaching the ultimate downstream treatment facility are unauthorized and enforceable by the State Water Board and/or a Regional Water Board. Therefore, spills from sanitary sewer systems are more appropriately regulated under general waste discharge requirements.

As specified in Water Code sections 13263(a) and 13241, the implementation of requirements set forth in this Order is for the reasonable protection of past, present, and probable future beneficial uses of water and the prevention of nuisance. The requirements implement the water quality control plans (Basin Plans) for each Regional Water Board and take into account the environmental characteristics of sewer service areas and hydrographic units within the state. Additionally, the State Water Board has considered water quality conditions that could reasonably be achieved through the coordinated control of all factors that affect water quality, costs associated with compliance with these requirements, the need for developing housing within California, and the need to protect sources of drinking water and other water supplies.

3.1.5. Previous Statewide General Waste Discharge Requirements

On May 2, 2006, the State Water Board adopted Order 2006-0003-DWQ serving as Waste Discharge Requirements pursuant to Article 4, Chapter 4, Division 7 of the Water Code (commencing with section 13260) for inadvertent discharges to waters of the State. Order 2006-0003-DWQ prohibited discharges of untreated or partially treated sewage. Order 2006-0003-DWQ also required system-specific management, operation, and maintenance of publicly owned sewer systems greater than one mile in length.

To decrease the impacts on human health and the environment caused by sewage spills, the previous Order required enrollees to develop a rehabilitation and replacement plan that identifies system deficiencies and prioritizes short-term and long-term rehabilitation actions. The previous Order also required enrollees to:

1. Maintain information that can be used to establish and prioritize appropriate Sewer System Management Plan activities; and
2. Implement a proactive approach to reduce spills.

The previous Order required Sewer System Management Plan elements for "the proper and efficient management, operation, and maintenance of sanitary sewer systems, while taking into consideration risk management."

On July 30, 2013, the State Water Board amended General Order 2006-0003-DWQ with Order WQ 2013-0058-EXEC, Amending Monitoring and Reporting Program for Statewide General Waste Discharge Requirements for Sanitary Sewer Systems.

Many enrollees of Order 2006-0003-DWQ have already implemented proactive measures to reduce sewage spills. Other enrollees, however, still need technical assistance and funding to improve sanitary sewer system operation and maintenance for the reduction of sewage spills.

3.1.6. Existing Memorandum of Agreement with California Water Environment Association

The California Water Environment Association is a nonprofit organization dedicated to providing water industry certifications, training, and networking opportunities. The Association's Technical Certification Program provides accredited sanitary sewer system operator certification for collection system operators and maintenance workers.

On February 10, 2016, the State Water Board entered into a collaborative agreement with the Association titled *Memorandum of Agreement Between the California State Water Resources Control Board and the California Water Environment Association - Training Regarding Requirements Set Forth in Statewide General Waste Discharge Requirements for Sanitary Sewer Systems*. The Memorandum sets forth collaborative training necessary for regulated sanitary sewer system personnel to operate and maintain a well operating system and ensure full compliance with statewide sewer system regulations.

On March 15, 2018, the State Water Board and the California Water Environment Association amended the existing Memorandum of Agreement to include collaborative outreach and expand training needs associated with further updates to Water Board regulations for sanitary sewer systems. The State Water Board encourages further Agreement updates as necessary to support improved sewer system operations and the professionalism of collection system operators.

3.2. General

3.2.1. Waters of the State

Waters of the State include any surface water or groundwater, including saline waters, within the boundaries of the state as defined in Water Code section 13050(e), and are inclusive of waters of the United States.

3.2.2. Sanitary Sewer System Spill Threats to Public Health and Beneficial Uses

Sewage contains high levels of suspended solids, pathogenic organisms, toxic pollutants, nutrients, oxygen-demanding organic compounds, oil and grease and other pollutants. Sewage spills may cause a public nuisance, particularly when sewage is discharged to areas with high public exposure such as streets and surface waters used for drinking, irrigation, fishing, recreation, or other public consumption or contact uses.

More specifically, sanitary sewer spills may:

- Adversely affect aquatic life and/or threaten water quality when reaching receiving waters;
- Inadvertently release trash, including plastics;
- Impair the recreational use and aesthetic enjoyment of surface waters by polluting surface water or groundwater;
- Threaten public health through direct public exposure to bacteria, viruses, intestinal parasites, and other microorganisms that can cause serious illness such as gastroenteritis, hepatitis, cryptosporidiosis, and giardiasis;
- Negatively impact ecological receptors and biota within surface waters; and
- Cause nuisance including odors, closure of beaches and recreational areas, and property damage.

Sanitary sewer system spills may pollute receiving waters and threaten beneficial uses of surface water and groundwater. Potentially threatened beneficial uses include, but are not limited to the following (with associated acronym representations as included in statewide water quality control plans and Regional Water Boards' Basin Plans):

- Municipal and Domestic Supply (MUN)
- Water Contact Recreation (REC-1) and Non-Contact Water Recreation (REC-2)
- Cold Freshwater Habitat (COLD)
- Warm Freshwater Habitat (WARM)
- Native American Culture (CUL)
- Wildlife Habitat (WILD)
- Rare, Threatened, or Endangered Species (RARE)
- Spawning, Reproduction, and/or Early Development (SPWN)
- Wetland Habitat (WET)
- Agricultural Supply (AGR)
- Estuarine Habitat (EST)

- Commercial and Sport Fishing (COMM)
- Subsistence Fishing (SUB)
- Tribal Tradition and Culture (CUL)
- Tribal Subsistence Fishing (T-SUB)
- Aquaculture (AQUA)
- Marine Habitat (MAR)
- Preservation of Biological Habitats of Special Significance (BIOL)
- Migration of Aquatic Organisms (MIGR)
- Shellfish Harvesting (SHELL)
- Industrial Process Supply (PROC)
- Industrial Service Supply (IND)
- Hydropower Generation (POW)
- Navigation (NAV)
- Flood Peak Attenuation/Flood Water Storage (FLD)
- Water Quality Enhancement (WQE)
- Fresh Water Replenishment (FRSH)
- Groundwater Recharge (GWR)
- Inland Saline Water Habitat (SAL)

3.2.3. Proactive Sanitary Sewer System Management to Eliminate Spill Causes

Finding 3 of the previous Order, 2006-0003-DWQ, states: “Sanitary sewer systems experience periodic failures resulting in discharges that may affect waters of the state. There are many factors (including factors related to geology, design, construction methods and materials, age of the system, population growth, and system operation and maintenance), which affect the likelihood of an SSO [sanitary sewer overflow]. A proactive approach that requires Enrollees to ensure a system-wide operation, maintenance, and management plan is in place will reduce the number and frequency of SSOs within the state. This approach will in turn decrease the risk to human health and the environment caused by SSOs.”

Many spills are preventable through proactive attention on sanitary sewer system management using the best practices and technologies available to address major causes of spills, including but not limited to:

- Blockages from sources including but not limited to:
  - Fats, oils and grease;
  - Tree roots;
  - Rags, wipes and other paper, cloth and plastic products; and
  - Sediment and debris.
- Sewer system damage and exceedance of sewer system hydraulic capacity from identified system-specific environmental, and climate-change impacts, including but not limited to:

- Sea level rise impacts including flooding, coastal erosion, seawater intrusion, tidal inundation and submerged lands;
- Increased surface water flows due to higher intensity rain events;
- Flooding;
- Wildfires and wildfire induced impacts;
- Earthquake induced damage;
- Landslides; and
- Subsidence.

- Infrastructure deficiencies and failures, including but not limited to:
  - Pump station mechanical failures;
  - System age;
  - Construction material failures;
  - Manhole cover failures;
  - Structural failures; and
  - Lack of proper operation and maintenance.
- Insufficient system capacity (temporary or sustained), due to factors including but not limited to:
  - Excessive and/or increased storm or groundwater inflow/infiltration;
  - Insufficient capacity due to population increase and/or new connections from industrial, commercial and other system users; and
  - Stormwater capture projects utilizing a sanitary sewer system to convey stormwater to treatment facilities for reuse.
- Community impacts, including but not limited to:
  - Power outages;
  - Vandalism; and
  - Contractor-caused or other third party-caused damages.

3.2.4. Underground Sanitary Sewer System Leakage

Portions of some sanitary sewer systems may leak, causing underground exfiltration (exiting) of sewage from the system. Exfiltrated sewage that remains in the underground infrastructure trench and/or the soil matrix, and that does not discharge into waters of the State (surface water or groundwater) may not threaten beneficial uses.

Underground exfiltrated sewage may threaten beneficial uses if discharged to waters of the State. Exfiltrated sewage that discharges to groundwater may impact beneficial uses of groundwater and pollute groundwater supply. Additionally, if in close proximity, exfiltrated sewage may enter into a compromised underground drainage conveyance system that discharges into a water of the United States, or into groundwater that is hydrologically connected to (feeds into) a water of the United States, thus potentially causing: (1) a Clean Water Act violation, (2) threat and impact to beneficial uses, and/or (3) surface water pollution.

3.2.5. Proactive Sanitary Sewer System Management to Reduce Inflow and Infiltration

Excessive inflow (stormwater entering) and infiltration (groundwater seepage entering) to sanitary sewer systems is preventable through proactive sewer system management using the best practices and technologies available. The efficiency of the downstream wastewater treatment processes is dependent on the performance of the sanitary sewer system. When the structural integrity of a sanitary sewer system deteriorates, high volumes of inflow and infiltration can enter the sewer system. High levels of inflow and infiltration increase the hydraulic load on the downstream treatment plant, which can reduce treatment efficiency, lead to bypassing a portion of the treatment process, cause illegal discharge of partially treated effluent, or in extreme situations make biological treatment facilities inoperable (e.g., wash out the biological organisms that treat the waste).

3.3. Water Quality Control Plans, Policies and Resolutions

The nine Regional Water Boards have adopted region-specific water quality control plans (commonly referred to as Basin Plans) that designate beneficial uses, establish water quality objectives, and contain implementation programs and policies to achieve those objectives. The State Water Board has adopted statewide water quality control plans, policies and resolutions establishing statewide water quality objectives, implementation programs and initiatives.

3.3.1. State Water Board Antidegradation Policy

On October 28, 1968, the State Water Board adopted Resolution 68-16, titled Statement of Policy with Respect to Maintaining High Quality of Waters in California, which incorporates the federal antidegradation policy. Resolution 68-16 requires that existing water quality be maintained unless degradation is justified based on specific findings.

The continued prohibition of sewage discharges from sanitary sewer systems into waters of the State aligns with Resolution 68-16. A sewage discharge from sanitary sewers to waters of the State is prohibited by this Order. Therefore, this Order does not allow degradation of waters of the State. In addition, this Order: (1) further expands the existing prohibition of sewage discharges to include waters of the State, in addition to waters of the United States as provided in previous Order 2006-0003-DWQ, and (2) enhances the ability for Water Board enforcement of violations of the established prohibitions.

3.3.2. State Water Board Sources of Drinking Water Policy

On May 19,1988, the State Water Board adopted Resolution 88-63 (amended on February 1, 2006), titled Sources of Drinking Water, establishing state policy that all waters of the State, with certain exceptions, are suitable or potentially suitable for municipal or domestic supply.

3.3.3. State Water Board Cost of Compliance Resolution

On September 24, 2013, the State Water Board adopted Resolution 2013-0029, titled Directing Actions in Response to Efforts by Stakeholders on Reducing Costs of

Compliance While Maintaining Water Quality Protection. Through this resolution, the State Water Board committed to continued stakeholder engagement in identifying and implementing measures to reduce costs of compliance with regulatory orders while maintaining water quality protection and improving regulatory program outcomes.

3.3.4. State Water Board Human Right to Water Resolution

On February 16, 2016, the State Water Board adopted Resolution 2016-0010, titled Adopting the Human Right to Water as a Core Value and Directing its Implementation in Water Board Programs and Activities, addressing the human right to water as a core value and directing Water Board programs to implement requirements to support safe drinking water for all Californians.

On November 16, 2021, the State Water Board adopted Resolution 2021-0050 titled Condemning Racism, Xenophobia, Bigotry, and Racial Injustice, and Strengthening Commitment to Racial Equity, Diversity, Inclusion, Access, and Anti-racism. Among other actions, through Resolution 2021-0050, the State Water Board, in summary as corresponding to this General Order, reaffirms its commitment to its Human Right to Water resolution, upholding that every human being in California deserves safe, clean, affordable, and accessible water for human consumption, cooking, and sanitation purposes. Resolution 2021-0050 provides the State Water Board commitment to:

- Protect public health and beneficial uses of waterbodies in all communities, including communities disproportionately burdened by wastes discharge of waste to land and surface water;
- Restore impaired surface waterbodies and degraded aquifers; and
- Promote multi-benefit water quality projects.

Through Resolution 2021-0050, the State Water Board also commits to expanding implementation of its Climate Change Resolution to address the disproportionate effects of extreme hydrologic conditions and sea-level rise on Black, Indigenous, and people of color communities, prioritizing:

- The right to safe, clean, affordable, and accessible drinking water and sanitation;
- Sustainable management and protection of local groundwater resources;
- Healthy watersheds; and
- Access to surface waterbodies that support subsistence fishing.

On June 7, 2022, the State Water Board adopted a Resolution, titled Authorizing the Executive Director or Designee to Enter into One or More Multi-Year Contracts Up to a Combined Sum of $4,000,000 for a Statewide Wastewater Needs Assessment, supporting the equitable access to sanitation for all Californians and implementation of Resolutions 2016-0010 and 2021-0050.

This General Order supports the State Water Board priority in collecting a comprehensive set of data for California's wastewater systems, including sanitary sewer systems. Data reported per the requirements of this Order will be used with data from other Water Boards' programs, to further develop criteria and create a statewide risk

framework to prioritize critical funding and infrastructure investments for California's most vulnerable populations, including disadvantaged or severely disadvantaged communities with inadequate or failing sanitation systems and threatened access to healthy drinking water supplies.

3.3.5. State Water Board Open Data Resolution

On July 10, 2018, the State Water Board adopted Resolution 2018-0032, titled Adopting Principles of Open Data as a Core Value and Directing Programs and Activities to Implement Strategic Actions to Improve Data Accessibility and Associated Innovation, directing regulatory programs to assure all monitoring and reporting requirements support the State Water Boards' Open Data Initiative.

3.3.6. State Water Board Response to Climate Change

On March 7, 2017, the State Water Board adopted Resolution 2017-0012, titled Comprehensive Response to Climate Change, requiring a proactive response to climate change in all California Water Board actions, with the intent to embed climate change consideration into all programs and activities.

3.4. California Environmental Quality Act

The adoption of this Order is an action to reissue general waste discharge requirements that is exempt from the California Environmental Quality Act (Public Resources Code section 21000 et seq.) because it is an action taken by a regulatory agency to assure the protection of the environment and the regulatory process involves procedures for protection of the environment (Cal. Code Regs., Title 14, section 15308). In addition, the action to adopt this Order is exempt from CEQA pursuant to Cal. Code Regs., Title 14, section 15301, to the extent that it applies to existing sanitary sewer collection systems that constitute "existing facilities" as that term is used in sections 15301 and 15302, to the extent that it results in the repair or replacement of existing systems involving negligible or no expansion of capacity.

3.5. State Water Board Funding Assistance for Compliance with Water Board Water Quality Orders

The State Water Board, Division of Financial Assistance administers the implementation of the State Water Board financial assistance programs, per Board-adopted funding policies. Among other funding areas, the Division administers loan and grant funding for the planning and construction of wastewater and water recycling facilities per funding program-specific policies and guidelines. Applicants may apply for Clean Water State Revolving Fund low-interest loan, Small Community Wastewater grant funding assistance, and other funding available at the time of application, for some of the costs associated with complying with this General Order.

Funding applicants may obtain further information regarding current funding opportunities, and Division of Financial Assistance staff contact information at the following website: Financial Assistance Funding - Grants and Loans | California State Water Resources Control Board.
(https://www.waterboards.ca.gov/water_issues/programs/grants_loans/)

Section 13477.6 of the Water Code authorizes the Small Community Grant Fund. The Small Community Grant Fund allows the State Water Board to provide grant funding assistance to small, disadvantaged communities and small severely disadvantaged communities that may not otherwise be able to afford a loan or similar financing for projects to comply with requirements of this General Order. The State Water Board also considers loan forgiveness on a disadvantaged community-specific basis.

For disadvantaged communities' wastewater needs, the State Water Board places priority on the funding of projects that address:

- Public health;
- Violations of waste discharge requirements and National Pollutant Discharge Elimination System (NPDES) permits;
- Providing sewer system service to existing septic tank owners; and
- High priority public health and water quality concerns identified by a Regional Water Board.

3.6. Notification to Interested Parties

On January 31, 2022, the State Water Board notified interested parties and persons of its intent to reissue Sanitary Sewer Systems General Order 2006-0003-DWQ by issuing a draft General Order for a 60-day public comment period. State Water Board staff conducted extensive stakeholder outreach and encouraged public participation in the adoption process for this General Order. On March 15, 2022, the State Water Board held a public meeting to hear and consider oral public comments. The State Water Board considered all public comments prior to adopting this General Order.

THEREFORE, IT IS HEREBY ORDERED, that pursuant to Water Code sections 13263, 13267, and 13383 this General Order supersedes Order 2006-0003-DWQ, Order WQ 2013-0058-EXEC, and any amendments made to these Orders thereafter, except for enforcement purposes and to meet the provisions contained in Division 7 of the Water Code (commencing with section 13000) and regulations adopted thereunder, and the provisions of the Clean Water Act and regulations and guidelines adopted thereunder, the Enrollee shall comply with the requirements in this Order.

4. PROHIBITIONS

4.1 Discharge of Sewage from a Sanitary Sewer System

Any discharge from a sanitary sewer system that has the potential to discharge to surface waters of the State is prohibited unless it is promptly cleaned up and reported as required in this General Order.

4.2. Discharge of Sewage to Waters of the State

Any discharge from a sanitary sewer system, discharged directly or indirectly through a drainage conveyance system or other route, to waters of the State is prohibited.

4.3. Discharge of Sewage Creating a Nuisance

Any discharge from a sanitary sewer system that creates a nuisance or condition of pollution as defined in Water Code section 13050(m) is prohibited.

5. SPECIFICATIONS

5.1. Designation of a Legally Responsible Official

The Enrollee shall designate a Legally Responsible Official that has authority to ensure the enrolled sanitary sewer system(s) complies with this Order, and is authorized to serve as a duly authorized representative. The Legally Responsible Official must have responsibility over management of the Enrollee's entire sanitary sewer system, and must be authorized to make managerial decisions that govern the operation of the sanitary sewer system, including having the explicit or implicit duty of making major capital improvement recommendations to ensure long-term environmental compliance. The Legally Responsible Official must have or have direct authority over individuals that:

- Possess a recognized degree or certificate related to operations and maintenance of sanitary sewer systems, and/or
- Have professional training and experience related to the management of sanitary sewer systems, demonstrated through extensive knowledge, training and experience.

For example, a sewer system superintendent or manager, an operations manager, a public utilities manager or director, or a district engineer may be designated as a Legally Responsible Official.

The Legally Responsible Official shall complete the electronic CIWQS "User Registration" form (https://ciwqs.waterboards.ca.gov/ciwqs/newUser.jsp). A Legally Responsible Official that represents multiple enrolled systems shall complete the electronic CIWQS "User Registration" form for each system.

The Enrollee shall submit any change to its Legally Responsible Official, and/or change in contact information, to the State Water Board within 30 calendar days of the change by emailing ciwqs@waterboards.ca.gov and copying the appropriate Regional Water Board as provided in Attachment F (Regional Water Quality Control Board Contact Information) of this General Order.

5.2. Sewer System Management Plan Development and Implementation

To facilitate adequate local funding and management of its sanitary sewer system(s), the Enrollee shall develop and implement an updated Sewer System Management Plan. The scale and complexity of the Sewer System Management Plan, and specific elements of the Plan, must match the size, scale and complexity of the Enrollee's sanitary sewer system(s). The Sewer System Management Plan must address, at minimum, the required Plan elements in Attachment D (Sewer System Management Plan – Required Elements) of this General Order. To be effective, the Sewer System Management Plan must include procedures for the management, operation, and maintenance of the sanitary sewer system(s). The procedures must: (1) incorporate the

prioritization of system repairs and maintenance to proactively prevent spills, and (2) address the implementation of current standard industry practices through available equipment, technologies, and strategies.

For an existing Enrollee under Order 2006-0003-DWQ that has certified its Continuation of Existing Regulatory Coverage, per section 2.1 (Requirements for Continuation of Existing Regulatory Coverage) of this General Order:

Within six (6) months of the Adoption Date of this General Order:

- The Legally Responsible Official shall upload the Enrollee's existing Sewer System Management Plan to the online CIWQS Sanitary Sewer System Database.

For a new Enrollee:

Within twelve (12) months of the Application for Enrollment approval date:

- The governing entity of the new Enrollee shall approve its Sewer System Management Plan; and
- The Legally Responsible Official shall certify and upload its Sewer System Management Plan to the online CIWQS Sanitary Sewer System Database.

5.3. Certification of Sewer System Management Plan and Plan Updates

The Legally Responsible Official shall certify and upload its Sewer System Management Plan and all subsequent updates to the online CIWQS Sanitary Sewer System Database.

5.4. Sewer System Management Plan Audits

The Enrollee shall conduct an internal audit of its Sewer System Management Plan, and implementation of its Plan, at a minimum frequency of once every three years. The audit must be conducted for the period after the end of the Enrollee's last required audit period. **Within six months after the end of the required 3-year audit period**, the Legally Responsible Official shall submit an audit report into the online CIWQS Sanitary Sewer System Database per the requirements in section 3.10 (Sewer System Management Plan Audit Reporting Requirements) of Attachment E1 of this General Order.

Audit reports submitted to the CIWQS Sanitary Sewer System Database will be viewable only to Water Boards staff.

The internal audit shall be appropriately scaled to the size of the system(s) and the number of spills. The Enrollee's sewer system operators must be involved in completing the audit. At minimum, the audit must:

- Evaluate the implementation and effectiveness of the Enrollee's Sewer System Management Plan in preventing spills;
- Evaluate the Enrollee's compliance with this General Order;
- Identify Sewer System Management Plan deficiencies in addressing ongoing spills and discharges to waters of the State; and

- Identify necessary modifications to the Sewer System Management Plan to correct deficiencies.

The Enrollee shall submit a complete audit report that includes:

- Audit findings and recommended corrective actions;
- A statement that sewer system operators' input on the audit findings has been considered; and
- A proposed schedule for the Enrollee to address the identified deficiencies.

A new Enrollee of this General Order (that did not have a sanitary sewer system enrolled in the previous State Water Board Order 2006-0003-DWQ) shall conduct its first internal Sewer System Management Plan audit for the time period between the date of submittal of its certified Sewer System Management Plan and the third subsequent December 31st date. The audit report must be submitted into the online CIWQS Sanitary Sewer System Database **by July 1 of the following calendar year**.

See the following tables for clarification:

Initial Audit Period and Audit Due Date for New Enrollees

	Audit Period	Audit Due Date
New Enrollee	Certified Sewer System Management Plan Submittal Date through the third subsequent December 31st date	July 1st date after audit period
Example	*Certified Sewer System Management Plan Submittal Date of August 2, 2025* *Audit Period of August 2, 2025 through December 31, 2027*	*July 1, 2028*

Initial Audit Period for Transition from 2-Year Audit Required in Previous Order 2006-0003-DWQ to 3-Year Audit Required in this General Order

	Audit Period	Audit Due Date
An Enrollee previously regulated by Order 2006-003-DWQ	A 3-year period starting from the end of last required 2-year Audit Period	Within six months after end of 3-year Audit Period
Example	*Last required Audit Period start date of August 2, 2021;* *Audit Period of August 2, 2021 through August 1, 2024*	*February 1, 2025*

Three-Year Ongoing Audit Period

	Audit Period	Audit Due Date
Each Enrollee	A 3-year period starting from the end of last required Audit Period	Within six months after end of 3-year Audit Period

5.5. Six-Year Sewer System Management Plan Update

At a minimum, the Enrollee shall update its Sewer System Management Plan every six (6) years after the date of its last Plan Update due date. (For an Enrollee previously regulated by Order 2006-0003-DWQ, the six-year period shall commence on the due date identified in section 3.11 of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of this Order. The Updated Sewer System Management Plan must include:

- Elements required in Attachment D (Sewer System Management Plan – Required Elements) of this Order;
- Summary of revisions included in the Plan update based on internal audit findings; and
- Other sewer system management-related changes.

The Enrollee's governing entity shall approve the updated Plan. The Legally Responsible Official shall upload and certify the approved updated Plan in the online CIWQS Sanitary Sewer System Database in accordance with section 3.11 (Sewer System Management Plan Reporting Requirements) of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of this General Order. During the time period in between Plan updates, the Enrollee shall continuously document changes to its Sewer System Management Plan in a change log attached to the Plan.

5.6. System Resilience

The Enrollee shall include and implement system-specific procedures in its Sewer System Management Plan to proactively prioritize: (1) operation and maintenance, (2) condition assessments, and (3) repair and rehabilitation, to address ongoing system resilience, as specified in Attachment D (Sewer System Management Plan – Required Elements) of this General Order.

5.7. Allocation of Resources

The Enrollee shall:

- Establish and maintain a means to manage all necessary revenues and expenditures related to the sanitary sewer system; and
- Allocate the necessary resources to its sewer system management program for:
  - Compliance with this General Order,
  - Full implementation of its updated Sewer System Management Plan,
  - System operation, maintenance, and repair, and
  - Spill responses.

5.8. Designation of Data Submitters

The Legally Responsible Official may designate one or more individuals as a Data Submitter for reporting of spill data. The Legally Responsible Official shall authorize the designation of Data Submitter(s) through the online CIWQS database (https://ciwqs.waterboards.ca.gov) prior to the individuals establishing a CIWQS user account (https://ciwqs.waterboards.ca.gov/ciwqs/newUser.jsp) and entering spill data into the online CIWQS Sanitary Sewer System Database.

The Legally Responsible Official shall submit any change to its Data Submitter(s), and/or change in Data Submitter contact information, to the State Water Board within 30 calendar days of the change, by emailing ciwqs@waterboards.ca.gov and copying the appropriate Regional Water Board as provided in Attachment F (Regional Water Quality Control Board Contact Information) of this General Order.

5.9. Reporting Certification

The Legally Responsible Official shall electronically certify, on the Enrollee's behalf, all applications, reports, the Sewer System Management Plan(s) and corresponding updates, and other information submitted electronically into the online CIWQS Sanitary Sewer System Database, as follows:

"I certify under penalty of perjury under the laws of the State of California that the electronically submitted information was prepared under my direction or supervision. Based on my inquiry of the person(s) directly responsible for gathering the information, to the best of my knowledge and belief, the information submitted is true, accurate, and complete, and complies with the Statewide Sanitary Sewer Systems General Order. I am aware that there are significant penalties for submitting false information."

Hardcopy submittals to the State Water Board must be accompanied by the above certification statement.

5.10. System Capacity

The Enrollee shall maintain the system capacity necessary to convey: (1) base flows during dry weather conditions, and (2) wet weather peak flows consistent with designated local historic storms. Design storms must take into account system-specific stormwater contributions via inflow and infiltration, and location-specific depth of groundwater and storm frequencies. The Enrollee shall implement capital improvements to provide adequate hydraulic capacity to:

- Meet or exceed the design criteria as defined in the Enrollee's System Evaluation and Capacity Assurance element of its Sewer System Management Plan; and
- Prevent system capacity-related spills, and adverse impacts to the treatment efficiency of downstream wastewater treatment facilities.

5.11. System Performance Analysis

The Enrollee shall include a running 10-year system performance analysis in its Annual Report. The analysis must include two CIWQS-generated graphs presenting the following information:

Graph 1 – Total Spill Volume per Year:

X axis: A 10-year period which includes the current calendar year and the nine previous calendar years;

Y axis: The total spill volume, per Spill Category, for each calendar year.

Graph 2 – Total Number of Spills per Year:

X axis: A 10-year period which includes the current calendar year and the nine previous calendar years;

Y axis: The total number of spills, per Spill Category, for each calendar year.

The current calendar year is the calendar year covered in the Annual Report.

The Enrollee shall generate the graphs in CIWQS, using the existing data in the online CIWQS Sanitary Sewer System Database at the following graph generation link: (https://ciwqs.waterboards.ca.gov/ciwqs/readOnly/PublicReportSSOServlet?reportAction=criteria&reportId=sso_operation_report).

5.12. Spill Emergency Response Plan and Remedial Actions

For Existing Enrollees (with regulatory coverage under Order 2006-0003-DWQ):

Within six (6) months of the Adoption Date of this General Order, the Enrollee shall update and implement its Spill Emergency Response Plan, per Attachment D, section 6 (Spill Emergency Response Plan) of this General Order.

For New Enrollees:

Within six (6) months of the Application for Enrollment approval date, the Enrollee shall develop and implement a Spill Emergency Response Plan, per Attachment D, section 6 (Spill Emergency Response Plan) of this General Order.

The Enrollee shall certify, in its Annual Report, that its Spill Emergency Response Plan is up to date.

The Spill Emergency Response Plan shall include measures to protect public health and the environment. The Enrollee shall respond to spills from its system(s) in a timely manner that minimizes water quality impacts and nuisance by:

- Immediately stopping the spill and preventing/minimizing a discharge to waters of the State;
- Intercepting sewage flows to prevent/minimize spill volume discharged into waters of the State;
- Thoroughly recovering, cleaning up and disposing of sewage and wash down water; and
- Cleaning publicly accessible areas while preventing toxic discharges to waters of the State.

5.13. Notification, Monitoring, Reporting and Recordkeeping Requirements

The Enrollee shall comply with notification, monitoring, reporting, and recordkeeping requirements in Attachment E1 of this General Order.

5.13.1. Spill Categories

Individual spill notification, monitoring and reporting must be in accordance with the following spill categories:

- **Category 1 Spill**

  A Category 1 spill is a spill of any volume of sewage from or caused by a sanitary sewer system regulated under this General Order that results in a discharge to:

  - A surface water, including a surface water body that contains no flow or volume of water; or
  - A drainage conveyance system that discharges to surface waters when the sewage is not fully captured and returned to the sanitary sewer system or disposed of properly.

    Any spill volume not recovered from a drainage conveyance system is considered a discharge to surface water, unless the drainage conveyance system discharges to a dedicated stormwater infiltration basin or facility.

A spill from an Enrollee-owned and/or operated lateral that discharges to a surface water is a Category 1 spill; the Enrollee shall report all Category 1 spills per section 3.1 of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of this General Order.

- **Category 2 Spill**

  A Category 2 spill is a spill of 1,000 gallons or greater, from or caused by a sanitary sewer system regulated under this General Order that does not discharge to a surface water.

  A spill of 1,000 gallons or greater that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system, is a Category 2 spill.

- **Category 3 Spill**

  A Category 3 spill is a spill of equal to or greater than 50 gallons and less than 1,000 gallons, from or caused by a sanitary sewer system regulated under this General Order that does not discharge to a surface water.

  A spill of equal to or greater than 50 gallons and less than 1,000 gallons, that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system is a Category 3 spill.

- **Category 4 Spill**

  A Category 4 spill is a spill of less than 50 gallons, from or caused by a sanitary sewer system regulated under this General Order that does not discharge to a surface water.

  A spill of less than 50 gallons that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system is a Category 4 spill.

5.13.2. Annual Report

The Enrollee shall submit an Annual Report (previously termed as Collection System Questionnaire in Order 2006-0003-DWQ) as specified in section 3.9 (Annual Report) of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of this General Order.

For new Enrollees: Within 30 days of obtaining a CIWQS account, a new Enrollee shall submit its initial Annual Report, as specified in section 3.9 (Annual Report) of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of this General Order.

5.14. Electronic Sanitary Sewer System Service Area Boundary Map

For continuing enrollees, starting on July 1, 2025, and no later than December 31, 2025:

For new enrollees – no earlier than July 1, 2025, or within 12 months of the Application for Enrollment approval date, whichever date is later:

The Legally Responsible Official shall submit, to the State Water Board, geospatial data detailing the locations of the Enrollee's sanitary sewer system service area boundary, per the required content and specifications in section 3.8 (Electronic Sanitary Sewer System Service Area Boundary Map) of Attachment E1 of this General Order, for each system identified by a WDID number.

An Enrollee of a disadvantaged community that may need assistance developing an electronic map to comply with this requirement, may contact State Water Board staff for assistance at SanitarySewer@waterboards.ca.gov.

5.15. Voluntary Reporting of Spills from Privately-Owned Sewer Laterals and/or Private Sanitary Sewer Systems

Within 24 hours of becoming aware of a spill (as described below) from a private sewer lateral or private sanitary sewer system that is not owned/operated by the Enrollee, the Enrollee is encouraged to report the following observations to the online CIWQS Sanitary Sewer System Database at the following link: https://ciwqs.waterboards.ca.gov:

- A spill equal or greater than 1,000 gallons that discharges (or has a potential to discharge) to a water of the State, or a drainage conveyance system that discharges to waters of the State; **or**
- Any volume of sewage that discharges (or has a potential to discharge) to surface waters.

In the CIWQS module, the Enrollee is encouraged to identify:

- Time of observation;
- Description of general spill location (for example, street name and cross street names);
- Estimated volume of spill;
- If known, general description of spill destination (for example, flowing into drainage channel, flowing directly into a creek, etc.); and
- If known, name of private system owner/operator.

The CIWQS database will make the name and contact information of the entity voluntarily reporting a private spill, accessible to State and Regional Water Board staff only. The CIWQS database will only make information regarding the actual spill, accessible to the public.

5.16. Voluntary Notification of Spills from Privately-Owned Laterals and/or Systems to the California Office of Emergency Services

Upon observing or acquiring knowledge of any of the following from a private sewer lateral or private sanitary sewer system that is not owned/operated by the Enrollee, the Enrollee is encouraged to notify the California Office of Emergency Services (as provided by Health and Safety Code section 5410 et. seq. and Water Code section 13271), or inform the responsible party that State law requires such notification to the Office of Emergency Services by any person that causes or allows a sewage discharge to waters of the State:

- A spill equal to 1,000 gallons or more that discharges (or has a potential to discharge) to waters of the State, or a drainage conveyance system that discharges to waters of the State; or
- A spill of any volume to surface waters.

5.17. Unintended Failure to Report

If an Enrollee becomes aware that they unintentionally failed to submit relevant facts in any report required in this General Order, the Enrollee shall promptly notify Regional Water Board and State Water Board staff. Regional Water Board contact information is included in Attachment F of this Order. State Water Board staff shall be contacted by email at SanitarySewer@waterboards.ca.gov for assistance in formally amending the corresponding report(s) in the online CIWQS Sanitary Sewer System Database.

5.18. Duty to Report to Water Boards

In accordance with Water Code section 13267 and/or section 13383, upon request by the State Water Board Executive Director (or designee) or a Regional Water Board Executive Officer (or designee), the Enrollee shall provide the requested information which the State or Regional Water Board deems necessary to determine compliance with this General Order.

5.19. Operation and Maintenance

To prevent discharges to the environment, the Enrollee shall maintain in good working order, and operate as designed, any facility or treatment and control system designed to contain sewage and convey it to a treatment plant.

6. PROVISIONS

6.1. Enforcement Provisions

The following enforcement provisions are based on existing federal and state regulations, laws and policies, including the federal Clean Water Act, the state Water Code and the State Water Board Enforcement Policy.

6.1.1. Enforceability of Clean Water Act and Water Code Violations

Noncompliance with requirements of this General Order or discharging sewage without enrolling in this General Order constitutes a violation of the Water Code and a potential

violation of the Clean Water Act and is grounds for an enforcement action by the State Water Board or the applicable Regional Water Board. Failure to comply with the notification, monitoring, inspection, entry, reporting, and recordkeeping requirements may subject the Enrollee to administrative civil liabilities of up to $10,000 a day per violation pursuant to Water Code section 13385; up to $1,000 a day per violation pursuant to Water Code section 13268; or referral to the Attorney General for judicial civil enforcement. Discharging waste not in compliance with the requirements of this General Order or the Clean Water Act may subject the Enrollee to administrative civil liabilities up to $10,000 a day per violation and additional liability up to $10 per gallon of discharge not cleaned up after the first 1,000 gallons of discharge; up to $5,000 a day per violation pursuant to Water Code section 13350 or up to $20 per gallon of waste discharged; or referral to the Attorney General for judicial civil enforcement.

6.1.2. Monetary Penalties

The Water Code provides the State and Regional Water Boards the authority to pursue formal enforcement actions, including imposing administrative liability and civil monetary penalties, for non-compliance with the requirements of this General Order and violations of the Clean Water Act.

6.1.3. Falsifying or Failure to Report

The Water Code provides that any person failing or refusing to furnish technical or monitoring program reports, as required under this General Order, or falsifying any information provided in the technical or monitoring reports is subject to administrative liability and civil monetary penalties. Any person who knowingly fails or refuses to furnish technical or monitoring program reports or falsifies any information provided in reports required by this General Order is subject to criminal penalties.

6.1.4. Severability of General Order

The provisions of this General Order are severable; if any provision of this Order, or the application of any provision of this Order to any circumstance, is held invalid, the application of such provision to other circumstances and the remainder of this Order shall not be affected thereby.

6.1.5. Indirect Discharges

In the event that a spill enters into a drainage conveyance system, the Enrollee shall take all feasible steps to prevent discharge of sewage into waters of the State by blocking or redirecting the flow in the drainage conveyance system, removing the sewage from the drainage conveyance system, and cleaning the system in a manner that does not inadvertently impact beneficial uses of the receiving water body.

6.1.6. Water Boards' Considerations for Discretionary Enforcement

Consistent with the State Water Board Enforcement Policy, when considering Water Code section 13327 factors, the State Water Board or a Regional Water Board may consider the Enrollee's efforts to contain, control, clean up, and mitigate spills. In assessing the factors, the State Water Board or the applicable Regional Water Board will consider:

- The Enrollee's compliance with this General Order with a focus on compliance with reporting requirements;
- The Enrollee's provision of adequate funding to implement the requirements of this General Order;
- The Enrollee's compliance with providing a complete and updated Sewer System Management Plan;
- The Enrollee's compliance with implementing its Sewer System Management Plan;
- The overall effectiveness of the Enrollee's Sewer System Management Plan with respect to:
    - System management, operation, and maintenance,
    - Adequate treatment facilities, sanitary sewer system facilities, and/or components with an appropriate design capacity, to reasonably prevent spills (e.g. adequately enlarging treatment or collection facilities to accommodate growth, infiltration and inflow, etc.),
    - Preventive maintenance (including cleaning, root grinding, and fats, oils, and grease control) and source control measures,
    - Implementation of backup equipment,
    - Inflow and infiltration prevention and control,
    - Appropriate sanitary sewer system capacity to prevent spills, and
    - The Enrollee's responsiveness to stop and mitigate the impact of the discharge;
- The Enrollee's compliance with identifying the cause of the spill;
- The Enrollee's use of available information and observations to accurately estimate the spill volume and identify the affected or potentially affected receiving waters;
- The Enrollee's thoroughness of cleaning up sewage in drainage conveyance systems after the spill(s);
- The Enrollee's use of water quality and biological monitoring and assessment to determine the short-term and long-term impacts to beneficial uses and the environment;
- The Enrollee's follow up actions to improve system performance;
- The Enrollee's implementation of feasible alternatives to prevent spills, such as:
    - Use of temporary storage or waste retention,
    - Reduction of system inflow and infiltration,
    - Collection and hauling of waste to a treatment facility,
    - Prevention of and/ or containment of spills due to a design storm event identified in the Enrollee's Sewer System Management Plan,

- Implementation of available equipment, technologies, strategies, and recommended industry practices for maintaining and managing sewer systems to prevent spills, and contain and eliminate discharges to waters of the State; and

- The spill duration and factors beyond the reasonable control of the Enrollee causing the event.

6.1.7. Enforcement Discretion Based on Reporting Compliance

Consistent with the State Water Board Enforcement Policy, the State Water Board or a Regional Water Board may consider the Enrollee's efforts to comply with spill reporting requirements when determining compliance with Water Code section 13267 and section 13383. When assessing Water Code section 13227 factors, the State Water Board or the applicable Regional Water Board will consider:

- The Enrollee's diligence to comply with all reporting requirements in this General Order;
- The use of best available information for the Enrollee's reporting of spill start date and start time in which the release of sewage from the sanitary sewer system initiated;
- The Enrollee's reporting of spill end date, and end time to be the date and time in which the release of sewage from the sanitary sewer system was stopped;
- The Enrollee's diligence to accurately estimate and report spill volumes;
- The Enrollee's subsequent verification and/or updates to initial Draft Spill Reports in accordance with this General Order; and
- The Enrollee's timely certification of required spill reports.

Consistent with Water Code section 13267 and section 13383, the State Water Board or a Regional Water Board may require an Enrollee to report the results of a condition assessment of a specified portion of the Enrollee's sanitary sewer system.

6.2. Other Regional Water Board Orders

It is the intent of the State Water Board that sanitary sewer systems be regulated in a manner consistent with federal and state regulations. This Order will not be interpreted or applied:

- In a manner inconsistent with the federal Clean Water Act;
- To authorize a spill or discharge that is illegal under either the Clean Water Act, the Water Code, and/or an applicable Basin Plan prohibition or water quality standard;
- To prohibit a Regional Water Board from issuing an individual National Pollutant Discharge Elimination System (NPDES) permit or individual waste discharge requirements superseding an Enrollee's regulatory coverage under this General Order for a sanitary sewer system authorized under the Clean Water Act or Water Code;

- To supersede any more specific or more stringent waste discharge requirements or enforcement orders issued by a Regional Water Board; or
- To supersede any more specific or more stringent state or federal requirements in existing regulation, an administrative/judicial order, or Consent Decree.

6.3. Sewer System Management Plan Availability

The Enrollee's updated Sewer System Management Plan must be maintained for public inspection at the Enrollee's offices and facilities and must be available to the public through CIWQS and/or on the Enrollee's website, in accordance with section 3.8 (Sewer System Management Plan Reporting Requirements) of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of this General Order.

6.4. Entry and Inspection

6.4.1. Entry and Availability of Information

The Enrollee shall allow State and Regional Water Board staff, upon presentation of credentials and other documents as may be required by law, to:

- Enter upon the Enrollee's premises where a regulated facility or activity is located or conducted, or where records are kept under the requirements of this General Order;
- Have access to and reproduce any records required to be maintained by this General Order;
- Inspect any facility and/or equipment (including monitoring and control equipment), practices, or operations required in this General Order; and
- Sample or monitor substances or parameters for assuring compliance with this General Order, or as otherwise authorized by the Water Code.

6.4.2. Pre-Inspection Questionnaire

The Enrollee shall provide pre-inspection information to State and Regional Water Board staff through the completion of a Pre-Inspection Questionnaire provided by Water Board staff.

ATTACHMENT A - DEFINITIONS

Annual Report

An Annual Report (previously termed as Collection System Questionnaire in Order 2006-0003-DWQ) is a mandatory report in which the Enrollee provides a calendar-year update of its efforts to prevent spills.

Basin Plan

A Basin Plan is a water quality control plan specific to a Regional Water Quality Control Board (Regional Water Board), that serves as regulations to: (1) define and designate beneficial uses of surface and groundwaters, (2) establish water quality objectives for protection of beneficial uses, and (3) provide implementation measures.

Beneficial Uses

The term “Beneficial Uses” is a Water Code term, defined as the uses of the waters of the State that may be protected against water quality degradation. Examples of beneficial uses include but are not limited to, municipal, domestic, agricultural and industrial supply; power generation; recreation; aesthetic enjoyment; navigation; and preservation and enhancement of fish, wildlife, and other aquatic resources or preserves.

California Integrated Water Quality System (CIWQS)

CIWQS is the statewide database that provides for mandatory electronic reporting as required in State and Regional Water Board-issued waste discharge requirements.

Data Submitter

A Data Submitter is an individual designated and authorized by the Enrollee’s Legally Responsible Official to enter spill data into the online CIWQS Sanitary Sewer System Database. A Data Submitter does not have the authority of a Legally Responsible Official to certify reporting entered into the online CIWQS Sanitary Sewer System Database.

Disadvantaged Community

A disadvantaged community is a community with a median household income of less than eighty percent (80%) of the statewide annual median household income.

For the purpose of this General Order, there is no differentiation between a small and large disadvantaged community.

Drainage Conveyance System

A drainage conveyance system is a publicly- or privately-owned separate storm sewer system, including but not limited to drainage canals, channels, pipelines, pump stations, detention basins, infiltration basins/facilities, or other facilities constructed to transport stormwater and non-stormwater flows.

Enrollee

An Enrollee is a public, private, or other non-governmental entity that has obtained approval for regulatory coverage under this General Order, including:

- A state agency, municipality, special district, or other public entity that owns and/or operates one or more sanitary sewer systems:
  - greater than one (1) mile in length (each individual sanitary sewer system);
  - one mile or less in length where the State Water Resources Control Board or a Regional Water Quality Control Board requires regulatory coverage under this Order, or
- A federal agency, private company, or other non-governmental entity that owns and/or operates a sanitary sewer system of any size where the State Water Resources Control Board or a Regional Water Quality Control Board requires regulatory coverage under this Order in response to a history of spills, proximity to surface water, or other factors supporting regulatory coverage.

Environmentally Sensitive Area

An environmentally sensitive area is a designated agricultural and/or wildlife area identified to need special natural landscape protection due to its wildlife or historical value.

Exfiltration

Exfiltration is the underground exiting of sewage from a sanitary sewer system through cracks, offset or separated joints, or failed infrastructure due to corrosion or other factors.

Flood Control Channel

A flood control channel is a channel used to convey stormwater and non-stormwater flows through and from areas for flood management purposes.

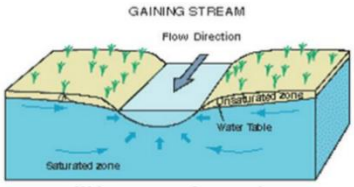
Governing Entity

A governing entity includes but is not limited to the following:

- A publicly elected governing board, council, or commission of a municipal agency;
- A Department or Division director of a federal or state agency that is not governed by a board;
- A governing board or commission of an organization or association; and
- A private system owner/manager that is not governed by a board.

Hydrologically Connected

Two waterbodies are hydrologically connected when one waterbody flows, or has the potential to flow, into the other waterbody. For the purpose of this General Order, groundwater is hydrologically connected to a surface water when the groundwater feeds into the surface water. (The surface waterbody in this example is termed a gaining stream as it gains flow from surrounding groundwater.)



Lateral (including Lower and Upper Lateral)

A lateral is an underground segment of smaller diameter pipe that transports sewage from a customer's building or property (residential, commercial, or industrial) to the Enrollee's main sewer line in a street or easement. Upper and lower lateral boundary definitions are subject to local jurisdictional codes and ordinances, or private system ownership.

A lower lateral is the portion of the lateral located between the sanitary sewer system main, and either the property line, sewer clean out, curb line, established utility easement boundary, or other jurisdictional locations.

An upper lateral is the portion of the lateral from the property line, sewer clean out, curb line, established utility easement boundary, or other jurisdictional locations, to the building or property.

Legally Responsible Official

A Legally Responsible Official is an official representative, designated by the Enrollee, with authority to sign and certify submitted information and documents required by this General Order.

Nuisance

For the purpose of this General Order, a nuisance, as defined in Water Code section 13050(m), is anything that meets all of the following requirements:

- Is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property;
- Affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal; and
- Occurs during, or as a result of, the treatment or disposal of wastes.

Private Sewer Lateral

A private sewer lateral is the privately-owned lateral that transports sewage from private property(ies) into a sanitary sewer system.

Private Sanitary Sewer System

A private sanitary sewer system is a sanitary sewer system of any size that is owned and/or operated by a private individual, company, corporation, or organization. A private sanitary sewer system may or may not connect into a publicly owned sanitary sewer system.

Potential to Discharge, Potential Discharge

Potential to Discharge, or Potential Discharge, means any exiting of sewage from a sanitary sewer system which can reasonably be expected to discharge into a water of the State based on the size of the sewage spill, proximity to a drainage conveyance system, and the nature of the surrounding environment.

Receiving Water

A receiving water is a water of the State that receives a discharge of waste.

Resilience

Resilience is the ability to recover from or adjust to adversity or change, and grow from disruptions. Resilience can be built through planning, preparing for, mitigating, and adapting to changing conditions.

Sanitary Sewer System

A sanitary sewer system is a system that is designed to convey sewage, including but not limited to, pipes, manholes, pump stations, siphons, wet wells, diversion structures and/or other pertinent infrastructure, upstream of a wastewater treatment plant headworks, including:

- Laterals owned and/or operated by the Enrollee;
- Satellite sewer systems; and/or
- Temporary conveyance and storage facilities, including but not limited to temporary piping, vaults, construction trenches, wet wells, impoundments, tanks and diversion structures.

For purpose of this Order, sanitary sewer systems include only systems owned and/or operated by the Enrollee.

Satellite Sewer System

A satellite sewer system is a portion of a sanitary sewer system owned or operated by a different owner than the owner of the downstream wastewater treatment facility ultimately treating the sewage.

Sewer System Management Plan

A sewer system management plan is a living document an Enrollee develops and implements to effectively manage its sanitary sewer system(s) in accordance with this General Order.

Sewage

Sewage, and its associated wastewater, is untreated or partially treated domestic, municipal, commercial and/or industrial waste (including sewage sludge), and any mixture of these wastes with inflow or infiltration of stormwater or groundwater, conveyed in a sanitary sewer system.

Spill

A spill is a discharge of sewage from any portion of a sanitary sewer system due to a sanitary sewer system overflow, operational failure, and/or infrastructure failure. Exfiltration of sewage is not considered to be a spill under this General Order if the exfiltrated sewage remains in the subsurface and does not reach a surface water of the State.

Training

Training is in-house or external education and guidance needed that provides the knowledge, skills, and abilities to comply with this General Order.

Wash Down Water

Wash down water is water used to clean a spill area.

Waste

Waste, as defined in Water Code section 13050(d), includes sewage and any and all other waste substances, liquid, solid, gaseous, or radioactive, associated with human habitation, or of human or animal origin, or from any producing, manufacturing, or processing operation, including waste placed within containers of whatever nature prior to, and for purposes of, disposal.

Waste Discharge Identification Number (WDID)

A waste discharge identification number (WDID) identifies each individual sanitary sewer system enrolled under this General Order. A WDID number is assigned to each enrolled system upon an Enrollee's approved regulatory coverage.

Waters of the State

Waters of the State are surface waters or groundwater within boundaries of the state as defined in Water Code section 13050(e), in which the State and Regional Water Boards have authority to protect beneficial uses. Waters of the State include, but are not limited to, groundwater aquifers, surface waters, saline waters, natural washes and pools, wetlands, sloughs, and estuaries, regardless of flow or whether water exists during dry conditions. Waters of the State include waters of the United States.

Waters of the United States

Waters of the United States are surface waters or waterbodies that are subject to federal jurisdiction in accordance with the Clean Water Act.

Water Quality Objective

A water quality objective is the limit or maximum amount of pollutant, waste constituent or characteristic, or parameter level established in statewide water quality control plans and Regional Water Boards' Basin Plans, for the reasonable protection of beneficial uses of surface waters and groundwater and the prevention of nuisance.

ATTACHMENT B – APPLICATION FOR ENROLLMENT

1. Enrollment Status: (Mark only one item)

☐ New Enrollee

☐ New Enrollee with previous regulatory coverage under Order 2006-0003-DWQ
(that failed to certify continuation of coverage in CIWQS per Order 2022-XXXX-DWQ)
Existing WDID Number: _____

2. Applicant Information:

Legally Responsible Official Submitting Application

First and Last Name: _____

Title: _____

Phone: _____

Email: _____

System Owner/Operator Name: _____

Mailing Address:_____

City, State, Zip:_____

County:_____

Sanitary Sewer System Name: _____

Regional Water Quality Control Board(s): _____

Signature and Date: _____

3. Applicant Type (Check one):

☐ City ☐ County ☐ State ☐ Federal ☐ Special District

☐ Government Combination ☐ Private ☐ Other Non-governmental Entity

4. Wastewater Treatment Plant Receiving Sanitary Sewer System Waste:

Wastewater Treatment Plant Permittee:_____

WDID No.: _____

5. Billing Information

Billing Address: _____

City, State, Zip: _____

Billing Contact Person and Title: _____

Phone and Email Address: _____

6. Application Fee:

The application fee, as required by Water Code section 13260, is based on the daily population served by the sanitary sewer system. See updated Fee Schedule. (https://www.waterboards.ca.gov/resources/fees/water_quality/)

Check one of the following and enter fee amount:

☐ Population Served < 50,000 – Total Fee submitted: $ _____

☐ Population Served ≥ 50,000 – Total Fee submitted: $ _____

Make the fee payment payable to the State Water Resources Control Board and mail the complete application package to:

State Water Resources Control Board, Accounting Office
P. O. Box 1888
Sacramento, CA 95812-1888

Attention: Statewide Sanitary Sewer System Program

7. Application Submittal Certification

I certify under penalty of perjury under the laws of the State of California that to the best of my knowledge and belief, the information in the submitted application package is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

Print Name: _____

Title: _____

Signature: _____Date: _____

ATTACHMENT C - NOTICE OF TERMINATION

1. Enrollee Information

Enrollee Name: _____

WDID No:_____

Legally Responsible Official Requesting Termination of Coverage: _____

First and Last Name: _____

Title: _____

Phone: _____

Email: _____

Mailing Address: _____

City, State, Zip: _____

County: _____

Sanitary Sewer System Name(s) or Unique Identifier(s): _____

Regional Water Quality Control Board(s): _____

Signature and Date:_____

2. Basis of Termination

Explanation of termination, including subsequent regulatory coverage and subsequent owner/operator of enrolled sanitary sewer system, as applicable:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

3. Regulatory Coverage Termination Certification

I certify under penalty of perjury under the laws of the State of California that to the best of my knowledge: 1) the sanitary sewer system I officially represent is not required to be regulated under the Statewide Waste Discharge Requirements for Sanitary Sewer Systems Order 2022-XXXX-DWQ, and 2) the information submitted in this Notice of Termination is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment. Additionally, I understand that the submittal of this Notice of Termination does not release sanitary sewer system agencies from liability for any violations of the Clean Water Act.

Print Name: _____

Title: _____

Signature: _____Date: _____

For State Water Board Use Only

☐ Approved for Termination ☐ Denied and Returned to Enrollee

Deputy Director of Water Quality Signature: _____

Date: _____Notice of Termination Effective Date: _____

ATTACHMENT D – SEWER SYSTEM MANAGEMENT PLAN – REQUIRED ELEMENTS

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ATTACHMENT D – SEWER SYSTEM MANAGEMENT PLAN – REQUIRED ELEMENTS

A Sewer System Management Plan (Plan) is a living planning document that documents ongoing local sewer system management program activities, procedures, and decision-making – at the scale necessary to address the size and complexity of the subject sanitary sewer system(s). This Plan may incorporate other programs and other plans by reference, to address short-term and long-term system resilience through:

- Proactive planning and decision-making;
- Local government ordinances;
- Updated operations and maintenance activities and procedures;
- Implementation of capital improvements;
- Sufficient local budget to support staff resources, contractors, equipment, and training; and
- Updated training of staff and contractors.

The Enrollee's development, update, and implementation of a Sewer System Management Plan addressing the requirements of this Attachment is an enforceable component of this General Order. As specified in Provision 6.1 (Enforcement Provisions) of this General Order, consistent with the Water Code and the State Water Board Enforcement Policy, the State Water Board or a Regional Water Board may consider the Enrollee's efforts in implementing an effective Sewer System Management Plan to prevent, contain, control, and mitigate spills when considering Water Code section 13327 factors to determine necessary enforcement of this General Order.

This Attachment includes the following required elements that the Enrollee shall address in its Plan and subsequent updates. The Enrollee shall identify any requirement in this Attachment that is not applicable to the Enrollee's sewer system and shall explain in its Plan why the requirement is not applicable.

1. SEWER SYSTEM MANAGEMENT PLAN GOAL AND INTRODUCTION

The goal of the Sewer System Management Plan (Plan) is to provide a plan and schedule to: (1) properly manage, operate, and maintain all parts of the Enrollee's sanitary sewer system(s), (2) reduce and prevent spills, and (3) contain and mitigate spills that do occur.

The Plan must include a narrative Introduction section that discusses the following items:

1.1. Regulatory Context

The Plan Introduction section must provide a general description of the local sewer system management program and discuss Plan implementation and updates.

1.2. Sewer System Management Plan Update Schedule

The Plan Introduction section must include a schedule for the Enrollee to update the Plan, including the schedule for conducting internal audits. The schedule must include milestones for incorporation of activities addressing prevention of sewer spills.

1.3. Sewer System Asset Overview

The Plan Introduction section must provide a description of the Enrollee-owned assets and service area, including but not limited to:

- Location, including county(ies);
- Service area boundary;
- Population and community served;
- System size, including total length in miles, length of gravity mainlines, length of pressurized (force) mains, and number of pump stations and siphons;
- Structures diverting stormwater to the sewer system;
- Data management systems;
- Sewer system ownership and operation responsibilities between Enrollee and private entities for upper and lower sewer laterals;
- Estimated number or percent of residential, commercial, and industrial service connections; and
- Unique service boundary conditions and challenge(s).

Additionally, the Plan Introduction section must provide reference to the Enrollee's up-to-date map of its sanitary sewer system, as required in section 4.1 (Updated Map of Sanitary Sewer System) of this Attachment.

2. ORGANIZATION

The Plan must identify organizational staffing responsible and integral for implementing the local Sewer System Management Plan through an organization chart or similar narrative documentation that includes:

- The name of the Legally Responsible Official as required in section 5.1 (Designation of a Legally Responsible Official) of this General Order;
- The position titles, telephone numbers, and email addresses for management, administrative, and maintenance positions responsible for implementing specific Sewer System Management Plan elements;
- Organizational lines of authority; and
- Chain of communication for reporting spills from receipt of complaint or other information, including the person responsible for reporting spills to the State and Regional Water Boards and other agencies, as applicable. (For example, county

health officer, county environmental health agency, and State Office of Emergency Services.)

3. LEGAL AUTHORITY

The Plan must include copies or an electronic link to the Enrollee's current sewer system use ordinances, service agreements and/or other legally binding procedures to demonstrate the Enrollee possesses the necessary legal authority to:

- Prevent illicit discharges into its sanitary sewer system from inflow and infiltration (I&I); unauthorized stormwater; chemical dumping; unauthorized debris; roots; fats, oils, and grease; and trash, including rags and other debris that may cause blockages;
- Collaborate with storm sewer agencies to coordinate emergency spill responses, ensure access to storm sewer systems during spill events, and prevent unintentional cross connections of sanitary sewer infrastructure to storm sewer infrastructure;
- Require that sewer system components and connections be properly designed and constructed;
- Ensure access for maintenance, inspection, and/or repairs for portions of the service lateral owned and/or operated by the Enrollee;
- Enforce any violation of its sewer ordinances, service agreements, or other legally binding procedures; and
- Obtain easement accessibility agreements for locations requiring sewer system operations and maintenance, as applicable.

4. OPERATION AND MAINTENANCE PROGRAM

The Plan must include the items listed below that are appropriate and applicable to the Enrollee's system.

4.1. Updated Map of Sanitary Sewer System

An up-to-date map(s) of the sanitary sewer system, and procedures for maintaining and providing State and Regional Water Board staff access to the map(s). The map(s) must show gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable stormwater conveyance facilities within the sewer system service area boundaries.

4.2. Preventive Operation and Maintenance Activities

A scheduling system and a data collection system for preventive operation and maintenance activities conducted by staff and contractors.

The scheduling system must include:

- Inspection and maintenance activities;

- Higher-frequency inspections and maintenance of known problem areas, including areas with tree root problems;
- Regular visual and closed-circuit television (CCTV) inspections of manholes and sewer pipes.

The data collection system must document data from system inspection and maintenance activities, including system areas/components prone to root-intrusion potentially resulting in system backup and/or failure.

4.3. Training

In-house and external training provided on a regular basis for sanitary sewer system operations and maintenance staff and contractors. The training must cover:

- The requirements of this General Order;
- The Enrollee's Spill Emergency Response Plan procedures and practice drills;
- Skilled estimation of spill volume for field operators; and
- Electronic CIWQS reporting procedures for staff submitting data.

4.4. Equipment Inventory

An inventory of sewer system equipment, including the identification of critical replacement and spare parts.

5. DESIGN AND PERFORMANCE PROVISIONS

The Plan must include the following items as appropriate and applicable to the Enrollee's system:

5.1. Updated Design Criteria and Construction Standards and Specifications

Updated design criteria, and construction standards and specifications, for the construction, installation, repair, and rehabilitation of existing and proposed system infrastructure components, including but not limited to pipelines, pump stations, and other system appurtenances. If existing design criteria and construction standards are deficient to address the necessary component-specific hydraulic capacity as specified in section 8 (System Evaluation, Capacity Assurance and Capital Improvements) of this Attachment, the procedures must include component-specific evaluation of the design criteria.

5.2. Procedures and Standards

Procedures, and standards for the inspection and testing of newly constructed, newly installed, repaired, and rehabilitated system pipelines, pumps, and other equipment and appurtenances.

6. SPILL EMERGENCY RESPONSE PLAN

The Plan must include an up to date Spill Emergency Response Plan to ensure prompt detection and response to spills to reduce spill volumes and collect information for prevention of future spills. The Spill Emergency Response Plan must include procedures to:

- Notify primary responders, appropriate local officials, and appropriate regulatory agencies of a spill in a timely manner;
- Notify other potentially affected entities (for example, health agencies, water suppliers, etc.) of spills that potentially affect public health or reach waters of the State;
- Comply with the notification, monitoring and reporting requirements of this General Order, State law and regulations, and applicable Regional Water Board Orders;
- Ensure that appropriate staff and contractors implement the Spill Emergency Response Plan and are appropriately trained;
- Address emergency system operations, traffic control and other necessary response activities;
- Contain a spill and prevent/minimize discharge to waters of the State or any drainage conveyance system;
- Minimize and remediate public health impacts and adverse impacts on beneficial uses of waters of the State;
- Remove sewage from the drainage conveyance system;
- Clean the spill area and drainage conveyance system in a manner that does not inadvertently impact beneficial uses in the receiving waters;
- Implement technologies, practices, equipment, and interagency coordination to expedite spill containment and recovery;
- Implement pre-planned coordination and collaboration with storm drain agencies and other utility agencies/departments prior, during, and after a spill event;
- Conduct post-spill assessments of spill response activities;
- Document and report spill events as required in this General Order; and
- Annually, review and assess effectiveness of the Spill Emergency Response Plan, and update the Plan as needed.

7. SEWER PIPE BLOCKAGE CONTROL PROGRAM

The Sewer System Management Plan must include procedures for the evaluation of the Enrollee's service area to determine whether a sewer pipe blockage control program is needed to control fats, oils, grease, rags and debris. If the Enrollee determines that a program is not needed, the Enrollee shall provide justification in its Plan for why a program is not needed.

The procedures must include, at minimum:

- An implementation plan and schedule for a public education and outreach program that promotes proper disposal of pipe-blocking substances;
- A plan and schedule for the disposal of pipe-blocking substances generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of substances generated within a sanitary sewer system service area;
- The legal authority to prohibit discharges to the system and identify measures to prevent spills and blockages;
- Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, best management practices requirements, recordkeeping and reporting requirements;
- Authority to inspect grease producing facilities, enforcement authorities, and whether the Enrollee has sufficient staff to inspect and enforce the fats, oils, and grease ordinance;
- An identification of sanitary sewer system sections subject to fats, oils, and grease blockages and establishment of a cleaning schedule for each section; and
- Implementation of source control measures for all sources of fats, oils, and grease reaching the sanitary sewer system for each section identified above.

8. SYSTEM EVALUATION, CAPACITY ASSURANCE AND CAPITAL IMPROVEMENTS

The Plan must include procedures and activities for:

- Routine evaluation and assessment of system conditions;
- Capacity assessment and design criteria;
- Prioritization of corrective actions; and
- A capital improvement plan.

8.1 System Evaluation and Condition Assessment

The Plan must include procedures to:

- Evaluate the sanitary sewer system assets utilizing the best practices and technologies available;

- Identify and justify the amount (percentage) of its system for its condition to be assessed each year;
- Prioritize the condition assessment of system areas that:
    - Hold a high level of environmental consequences if vulnerable to collapse, failure, blockage, capacity issues, or other system deficiencies;
    - Are located in or within the vicinity of surface waters, steep terrain, high groundwater elevations, and environmentally sensitive areas;
    - Are within the vicinity of a receiving water with a bacterial-related impairment on the most current Clean Water Act section 303(d) List;
- Assess the system conditions using visual observations, video surveillance and/or other comparable system inspection methods;
- Utilize observations/evidence of system conditions that may contribute to exiting of sewage from the system which can reasonably be expected to discharge into a water of the State;
- Maintain documents and recordkeeping of system evaluation and condition assessment inspections and activities; and
- Identify system assets vulnerable to direct and indirect impacts of climate change, including but not limited to: sea level rise; flooding and/or erosion due to increased storm volumes, frequency, and/or intensity; wildfires; and increased power disruptions.

8.2. Capacity Assessment and Design Criteria

The Plan must include procedures to identify system components that are experiencing or contributing to spills caused by hydraulic deficiency and/or limited capacity, including procedures to identify the appropriate hydraulic capacity of key system elements for:

- Dry-weather peak flow conditions that cause or contributes to spill events;
- The appropriate design storm(s) or wet weather events that causes or contributes to spill events;
- The capacity of key system components; and
- Identify the major sources that contribute to the peak flows associated with sewer spills.

The capacity assessment must consider:

- Data from existing system condition assessments, system inspections, system audits, spill history, and other available information;
- Capacity of flood-prone systems subject to increased infiltration and inflow, under normal local and regional storm conditions;

- Capacity of systems subject to increased infiltration and inflow due to larger and/or higher-intensity storm events as a result of climate change;
- Increases of erosive forces in canyons and streams near underground and above-ground system components due to larger and/or higher-intensity storm events;
- Capacity of major system elements to accommodate dry weather peak flow conditions, and updated design storm and wet weather events; and
- Necessary redundancy in pumping and storage capacities.

8.3. Prioritization of Corrective Action

The findings of the condition assessments and capacity assessments must be used to prioritize corrective actions. Prioritization must consider the severity of the consequences of potential spills.

8.4. Capital Improvement Plan

The capital improvement plan must include the following items:

- Project schedules including completion dates for all portions of the capital improvement program;
- Internal and external project funding sources for each project; and
- Joint coordination between operation and maintenance staff, and engineering staff/consultants during planning, design, and construction of capital improvement projects; and Interagency coordination with other impacted utility agencies.

9. MONITORING, MEASUREMENT AND PROGRAM MODIFICATIONS

The Plan must include an Adaptive Management section that addresses Plan-implementation effectiveness and the steps for necessary Plan improvement, including:

- Maintaining relevant information, including audit findings, to establish and prioritize appropriate Plan activities;
- Monitoring the implementation and measuring the effectiveness of each Plan Element;
- Assessing the success of the preventive operation and maintenance activities;
- Updating Plan procedures and activities, as appropriate, based on results of monitoring and performance evaluations; and
- Identifying and illustrating spill trends, including spill frequency, locations and estimated volumes.

10. INTERNAL AUDITS

The Plan shall include internal audit procedures, appropriate to the size and performance of the system, for the Enrollee to comply with section 5.4 (Sewer System Management Plan Audits) of this General Order.

11. COMMUNICATION PROGRAM

The Plan must include procedures for the Enrollee to communicate with:

- The public for:
  - Spills and discharges resulting in closures of public areas, or that enter a source of drinking water, and
  - The development, implementation, and update of its Plan, including opportunities for public input to Plan implementation and updates.
- Owners/operators of systems that connect into the Enrollee's system, including satellite systems, for:
  - System operation, maintenance, and capital improvement-related activities.

ATTACHMENT E1 – NOTIFICATION, MONITORING, REPORTING AND RECORDKEEPING REQUIREMENTS

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ATTACHMENT E1– NOTIFICATION, MONITORING, REPORTING AND RECORDKEEPING REQUIREMENTS

The Notification Requirements (section 1), Spill-specific Monitoring Requirements (section 2), Reporting Requirements (section 3) and Recordkeeping Requirements (section 4) in this Attachment are pursuant to Water Code section 13267 and section 13383, and are an enforceable component of this General Order. For the purpose of this General Order, the term:

- Notification means the notifying of appropriate parties of a spill event or other activity.
- Spill-specific Monitoring means the gathering of information and data for a specific spill event to be reported or kept as records.
- Reporting means the reporting of information and data into the online California Integrated Water Quality System (CIWQS) Sanitary Sewer System Database.
- Recordkeeping means the maintaining of information and data in an official records storage system.

Failure to comply with the notification, monitoring, reporting and recordkeeping requirements in this General Order may subject the Enrollee to civil liabilities of up to $10,000 a day per violation pursuant to Water Code section 13385; up to $1,000 a day per violation pursuant to Water Code section 13268; or referral to the Attorney General for judicial civil enforcement.

Water Code section 13193 et seq. requires the Regional Water Quality Control Boards (Regional Water Boards) and the State Water Resources Control Board (State Water Board) to collect sanitary sewer spill information for each spill event and make this information available to the public. Sanitary sewer spill information for each spill event includes but is not limited to: Enrollee contact information for each spill event, spill cause, estimated spill volume and factors used for estimation, location, date, time, duration, amount discharged to waters of the State, response and corrective action(s) taken.

1. NOTIFICATION REQUIREMENTS

1.1. Notification of Spills of 1,000 Gallons or Greater to the California Office of Emergency Services

Per Water Code section 13271, for a spill that discharges in or on any waters of the State, or discharges or is deposited where it is, or probably will be, discharged in or on any waters of the State, the Enrollee shall notify the California Office of Emergency Services and obtain a California Office of Emergency Services Control Number as soon as possible **but no later than two (2) hours** after:

- The Enrollee has knowledge of the spill; and
- Notification can be provided without substantially impeding cleanup or other emergency measures.

The notification requirements in this section apply to individual spills of 1,000 gallons or greater, from an Enrollee-owned and/or operated laterals, to a water of the State.

1.2. Spill Notification Information

The Enrollee shall provide the following spill information to the California Office of Emergency Services before receiving a Control Number, as applicable:

- Name and phone number of the person notifying the California Office of Emergency Services;
- Estimated spill volume (gallons);
- Estimated spill rate from the system (gallons per minute);
- Estimated discharge rate (gallons per minute) directly into waters of the State or indirectly into a drainage conveyance system;
- Spill incident description:
  - Brief narrative of the spill event, and
  - Spill incident location (address, city, and zip code) and closest cross streets and/or landmarks;
- Name and phone number of contact person on-scene;
- Date and time the Enrollee was informed of the spill event;
- Name of sanitary sewer system causing the spill;
- Spill cause or suspected cause (if known);
- Amount of spill contained;
- Name of receiving water body receiving or potentially receiving discharge; and
- Description of water body impact and/ or potential impact to beneficial uses.

1.3. Notification of Spill Report Updates

Following the initial notification to the California Office of Emergency Services and until such time that the Enrollee certifies the spill report in the online CIWQS Sanitary Sewer System Database, the Enrollee shall provide updates to the California Office of Emergency Services regarding substantial changes to:

- Estimated spill volume (increase or decrease in gallons initially estimated);
- Estimated discharge volume discharged directly into waters of the State or indirectly into a drainage conveyance system (increase or decrease in gallons initially estimated); and
- Additional impact(s) to the receiving water(s) and beneficial uses.

2. SPILL-SPECIFIC MONITORING REQUIREMENTS

2.1 Spill Location and Spread

The Enrollee shall visually assess the spill location(s) and spread using photography, global positioning system (GPS), and other best available tools. The Enrollee shall document the critical spill locations, including:

- Photography and GPS coordinates for:
  - The system location where spill originated.

    For multiple appearance points of a single spill event, the points closest to the spill origin.
- Photography for:
  - Drainage conveyance system entry locations,
  - The location(s) of discharge into surface waters, as applicable,
  - Extent of spill spread, and
  - The location(s) of clean up.

2.2 Spill Volume Estimation

To assess the approximate spill magnitude and spread, the Enrollee shall estimate the total spill volume using updated volume estimation techniques, calculations, and documentation for electronic reporting. The Enrollee shall update its notification and reporting of estimated spill volume (which includes spill volume recovered) as further information is gathered during and after a spill event.

2.3. Receiving Water Monitoring

2.3.1. Receiving Water Visual Observations

Through visual observations and use of best available spill volume-estimating techniques and field calculation techniques, the Enrollee shall gather and document the following information for spills discharging to surface waters:

- Estimated spill travel time to the receiving water;
- For spills entering a drainage conveyance system, estimated spill travel time from the point of entry into the drainage conveyance system to the point of discharge into the receiving water;
- Estimated spill volume entering the receiving water; and
- Photography of:
  - Waterbody bank erosion,
  - Floating matter,
  - Water surface sheen (potentially from oil and grease),

- Discoloration of receiving water, and
- Impact to the receiving water.

2.3.2. Receiving Water – Water Quality Sampling and Analysis

For sewage spills in which an estimated 50,000 gallons or greater are discharged into a surface water, the Enrollee shall conduct the following water quality sampling no later than **18 hours** after the Enrollee's knowledge of a potential discharge to a surface water:

- Collect one water sample, each day of the duration of the spill, at:
  - The DCS-001 location as described in section 2.3.4 (Receiving Water Sampling Locations) of this Attachment, if sewage discharges to a surface water via a drainage conveyance system; and/or
  - Each of the three receiving water sampling locations in section 2.3.4 (Receiving Water Sampling Locations) of this Attachment;

    If the receiving water has no flow during the duration of the spill, the Enrollee must report "No Sampling Due To No Flow" for its receiving water sampling locations.

The Enrollee shall analyze the collected receiving water samples for the following constituents per section 2.3.3 (Water Quality Analysis Specifications) of this Attachment:

- Ammonia, and
- Appropriate bacterial indicator(s) per the applicable Basin Plan water quality objectives, including one or more of the following, unless directed otherwise by the Regional Water Board:
  - Total Coliform Bacteria
  - Fecal Coliform Bacteria
  - *E-coli*
  - Enterococcus

  Dependent on the receiving water(s), sampling of bacterial indicators shall be sufficient to determine post-spill (after the spill) compliance with the water quality objectives and bacterial standards of the California Ocean Plan or the California Inland Surface Water Enclosed Bays, and Estuaries Plan, including the frequency and/or number of post-spill receiving water samples as may be specified in the applicable plans.

The Enrollee shall collect and analyze additional samples as required by the applicable Regional Water Board Executive Officer or designee.

2.3.3. Water Quality Analysis Specifications

Spill monitoring must be representative of the monitored activity (40 Code of Federal Regulations section 122.41(j)(1)).

Sufficiently Sensitive Methods

Sample analysis must be conducted according to sufficiently sensitive test methods approved under 40 Code of Federal Regulations Part 136 for the sample analysis of pollutants. For the purposes of this General Order, a method is sufficiently sensitive when the minimum level of the analytical method approved under 40 Code of Federal Regulations Part 136 is at or below the receiving water pollutant criteria.

Environmental Laboratory Accreditation Program-Accredited Laboratories

The analysis of water quality samples required per this General Order must be performed by a laboratory that has accreditation pursuant to Article 3 (commencing with section 100825) of Chapter 4 of Part 1 of Division 101 of the Health and Safety Code. (Water Code section 13176(a).) The State Water Board accredits laboratories through its Environmental Laboratory Accreditation Program (ELAP).

2.3.4. Receiving Water Sampling Locations

The Enrollee shall collect receiving water samples at the following locations.

Sampling of Flow in Drainage Conveyance System (DCS) Prior to Discharge

Sampling Location	Sampling Location Description
DCS-001	A point in a drainage conveyance system before the drainage conveyance system flow discharges into a receiving water.

Receiving Surface Water Sampling (RSW)[1]

Sampling Location	Sampling Location Description
RSW-001 Point of Discharge	A point in the receiving water where sewage initially enters the receiving water.
RSW-001U: Upstream of Point of Discharge	A point in the receiving water, upstream of the point of sewage discharge, to capture ambient conditions absent of sewage discharge impacts.

Sampling Location	Sampling Location Description
RSW-001D: Downstream of Point of Discharge	A point in the receiving water, downstream of the point of sewage discharge, where the spill material is fully mixed with the receiving water.

[1] The Enrollee must use its best professional judgment to determine the upstream and downstream distances based on receiving water flow, accessibility to upstream/downstream waterbody banks, and size of visible sewage plume.

2.4. Safety and Access Exceptions

If the Enrollee encounters access restrictions or unsafe conditions that prevents its compliance with spill response requirements or monitoring requirements in this General Order, the Enrollee shall provide documentation of access restrictions and/or safety hazards in the corresponding required report.

3. REPORTING REQUIREMENTS

All reporting required in this General Order must be submitted electronically to the online CIWQS Sanitary Sewer System Database (https://ciwqs.waterboards.ca.gov), unless specified otherwise in this General Order. Electronic reporting may solely be conducted by a Legally Responsible Official or Data Submitter(s) previously designated by the Legally Responsible Official, as required in section 5.8 (Designation of Data Submitters) of this General Order.

The Enrollee shall report any information that is protected by the Homeland Security Act, by email to SanitarySewer@waterboards.ca.gov, with a brief explanation of the protection provided by the Homeland Security Act for the subject report to be protected from unauthorized disclosure and/or public access, and for official Water Board regulatory purposes only.

3.1. Reporting Requirements for Individual Category 1 Spill Reporting

3.1.1. Draft Spill Report for Category 1 Spills

Within three (3) business days of the Enrollee's knowledge of a Category 1 spill, the Enrollee shall submit a Draft Spill Report to the online CIWQS Sanitary Sewer System Database.

The Draft Spill Report must, at minimum, include the following items:

1. Contact information: Name and telephone number of Enrollee contact person to respond to spill-specific questions;
2. Spill location name;
3. Date and time the Enrollee was notified of, or self-discovered, the spill;
4. Operator arrival time;

5. Estimated spill start date and time;
6. Date and time the Enrollee notified the California Office of Emergency Services, and the assigned control number;
7. Description, photographs, and GPS coordinates of the system location where the spill originated;
    - If a single spill event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the spill appearance point explanation field;
8. Estimated total spill volume exiting the system;
9. Description and photographs of the extent of the spill and spill boundaries;
10. Did the spill reach a drainage conveyance system? If Yes:
    - Description of the drainage conveyance system transporting the spill;
    - Photographs of the drainage conveyance system entry location(s);
    - Estimated spill volume fully recovered from the drainage conveyance system;
    - Estimated spill volume remaining within the drainage conveyance system;
11. Description and photographs of all discharge point(s) into the surface water;
12. Estimated spill volume that discharged to surface waters; and
13. Estimated total spill volume recovered.

3.1.2. Certified Spill Report for Category 1 Spills

Within 15 calendar days of the spill end date, the Enrollee shall submit a Certified Spill Report for Category 1 spills, to the online CIWQS Sanitary Sewer System Database. Upon completion of the Certified Spill Report, the online CIWQS Sanitary Sewer System Database will issue a final spill event identification number.

The Certified Spill Report must, at minimum, include the following mandatory information in addition to all information in the Draft Spill Report per section 3.1.1 (Draft Spill Report for Category 1 Spills) above:

1. Description of the spill event destination(s), including GPS coordinates if available, that represent the full spread and reach of the spill;
2. Spill end date and time;
3. Description of how the spill volume estimations were calculated, including at a minimum:
    - The methodology, assumptions and type of data relied upon, such as supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered), and
    - The methodology(ies), assumptions and type of data relied upon for estimations of the spill start time and the spill end time;

4. Spill cause(s) (for example, root intrusion, grease deposition, etc.);
5. System failure location (for example, main, lateral, pump station, etc.);
6. Description of the pipe material, and estimated age of the pipe material, at the failure location;
7. Description of the impact of the spill;
8. Whether or not the spill was associated with a storm event;
9. Description of spill response activities including description of immediate spill containment and cleanup efforts;
10. Description of spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the spill, and a schedule of major milestones for those steps;
11. Spill response completion date;
12. Detailed narrative of investigation and investigation findings of cause of spill;
13. Reasons for an ongoing investigation (as applicable) and the expected date of completion;
14. Name and type of receiving water body(s);
15. Description of the water body(s), including but not limited to:
    - Observed impacts on aquatic life,
    - Public closure, restricted public access, temporary restricted use, and/or posted health warnings due to spill,
    - Responsible entity for closing/restricting use of water body, and
    - Number of days closed/restricted as a result of the spill.
16. Whether or not the spill was located within 1,000 feet of a municipal surface water intake; and
17. If water quality samples were collected, identify sample locations and the parameters the water quality samples were analyzed for. If no samples were taken, Not Applicable shall be selected.

3.1.3. Spill Technical Report for Individual Category 1 Spill in which 50,000 Gallons or Greater Discharged into a Surface Water

For any spill in which 50,000 gallons or greater discharged into a surface water, **within 45 calendar days** of the spill end date, the Enrollee shall submit a Spill Technical Report to the online CIWQS Sanitary Sewer System Database. The Spill Technical Report, at minimum, must include the following information:

1. Spill causes and circumstances, including at minimum:
    - Complete and detailed explanation of how and when the spill was discovered;

- Photographs illustrating the spill origin, the extent and reach of the spill, drainage conveyance system entrance and exit, receiving water, and post-cleanup site conditions;
- Diagram showing the spill failure point, appearance point(s), the spill flow path, and ultimate destinations;
- Detailed description of the methodology employed, and available data used to calculate the discharge volume and, if applicable, the recovered spill volume;
- Detailed description of the spill cause(s);
- Description of the pipe material, and estimated age of the pipe material, at the failure location;
- Description of the impact of the spill;
- Copy of original field crew records used to document the spill; and
- Historical maintenance records for the failure location.

2. Enrollee's response to the spill:
   - Chronological narrative description of all actions taken by the Enrollee to terminate the spill;
   - Explanation of how the Sewer System Management Plan Spill Emergency Response Plan was implemented to respond to and mitigate the spill; and
   - Final corrective action(s) completed and a schedule for planned corrective actions, including:
     - Local regulatory enforcement action taken against an illicit discharge in response to this spill, as applicable,
     - Identifiable system modifications, and operation and maintenance program modifications needed to prevent repeated spill occurrences, and
     - Necessary modifications to the Emergency Spill Response Plan to incorporate lessons learned in responding to and mitigating the spill.
3. Water Quality Monitoring, including at minimum:
   - Description of all water quality sampling activities conducted;
   - List of pollutant and parameters monitored, sampled and analyzed; as required in section 2.3 (Receiving Water Monitoring) of this Attachment;
   - Laboratory results, including laboratory reports;
   - Detailed location map illustrating all water quality sampling points; and
   - Other regulatory agencies receiving sample results (if applicable).
4. Evaluation of spill impact(s), including a description of short-term and long-term impact(s) to beneficial uses of the surface water.

3.1.4. Amended Certified Spill Reports for Individual Category 1 Spills

The Enrollee shall update or add additional information to a Certified Spill Report within **90 calendar days** of the spill end date by amending the report or by adding an attachment to the Spill Report in the online CIWQS Sanitary Sewer System Database. The Enrollee shall certify the amended report.

After **90 calendar days**, the Enrollee shall contact the State Water Board at SanitarySewer@waterboards.ca.gov to request to amend a Spill Report. The Legally Responsible Official shall submit justification for why the additional information was not reported within the Amended Spill Report due date.

3.2. Reporting Requirements for Individual Category 2 Spill Reporting

3.2.1. Draft Spill Report for Category 2 Spills

Within three (3) business days of the Enrollee's knowledge of a Category 2 spill, the Enrollee shall submit a Draft Spill Report to the online CIWQS Sanitary Sewer System Database.

The Draft Spill Report must, at minimum, include the following items:

1. Contact information: Name and telephone number of Enrollee contact person to respond to spill-specific questions;
2. Spill location name;
3. Date and time the Enrollee was notified of, or self-discovered, the spill;
4. Operator arrival time;
5. Estimated spill start date and time;
6. Date and time the Enrollee notified the California Office of Emergency Services, and the assigned control number;
7. Description, photographs, and GPS coordinates of the system location where the spill originated;

   If a single spill event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the spill appearance point explanation field;
8. Estimated total spill volume exiting the system;
9. Description and photographs of the extent of the spill and spill boundaries;
10. Did the spill reach a drainage conveyance system? If Yes:
    - Description of the drainage conveyance system transporting the spill;
    - Photographs of the drainage conveyance system entry location(s);
    - Estimated spill volume fully recovered from the drainage conveyance system;
    - Estimated spill volume remaining within the drainage conveyance system;

- Estimated spill volume discharged to a groundwater infiltration basin or facility, if applicable; and

11. Estimated total spill volume recovered.

3.2.2. Certified Spill Report for Category 2 Spills

Within 15 calendar days of the spill end date, the Enrollee shall submit a Certified Spill Report for the Category 2 spill, to the online CIWQS Sanitary Sewer System Database (https://ciwqs.waterboards.ca.gov). Upon completion of the Certified Spill Report, the online CIWQS Sanitary Sewer System Database will issue a final spill event identification number.

The Certified Spill Report must, at minimum, include the following mandatory information in addition to all information in the Draft Spill Report per section 3.2.1 (Draft Spill Report for Category 2 Spills) above:

1. Description of the spill event destination(s), including GPS coordinates if available, that represent the full spread and reach of the spill;
2. Spill end date and time;
3. Description of how the spill volume estimations were calculated, including at a minimum:
   - The methodology, assumptions and type of data relied upon, such as supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered), and
   - The methodology(ies), assumptions and type of data relied upon for estimations of the spill start time and the spill end time;
4. Spill cause(s) (for example, root intrusion, grease deposition, etc.);
5. System failure location (for example, main, pump station, etc.);
6. Description of the pipe/infrastructure material, and estimated age of the pipe material, at the failure location;
7. Description of the impact of the spill;
8. Whether or not the spill was associated with a storm event;
9. Description of spill response activities including description of immediate spill containment and cleanup efforts;
10. Description of spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the spill, and a schedule of major milestones for those steps;
11. Spill response completion date;
12. Detailed narrative of investigation and investigation findings of cause of spill;
13. Reasons for an ongoing investigation (as applicable) and the expected date of completion; and

14. Whether or not the spill was located within 1,000 feet of a municipal surface water intake.

3.2.3. Amended Certified Spill Reports for Individual Category 2 Spills

The Enrollee shall update or add additional information to a Certified Spill Report within **90 calendar days** of the spill end date by amending the report or by adding an attachment to the Spill Report in the online CIWQS Sanitary Sewer System Database. The Enrollee shall certify the amended report.

After **90 calendar days**, the Enrollee shall contact the State Water Board at SanitarySewer@waterboards.ca.gov to request to amend a Spill Report. The Legally Responsible Official shall submit justification for why the additional information was not reported within the Amended Spill Report due date.

3.3. Monthly Certified Spill Reporting for Category 3 Spills

The Enrollee shall report and certify all Category 3 spills to the online CIWQS Sanitary Sewer System Database within 30 calendar days after the end of the month in which the spills occurred. (For example, all Category 3 spills occurring in the month of February shall be reported and certified by March 30th). After the Legally Responsible Official certifies the spills, the online CIWQS Sanitary Sewer System Database will issue a spill event identification number for each spill.

The monthly reporting of all Category 3 spills must include the following items for each spill:

1. Contact information: Name and telephone number of Enrollee contact person to respond to spill-specific questions;
2. Spill location name;
3. Date and time the Enrollee was notified of, or self-discovered, the spill;
4. Operator arrival time;
5. Estimated spill start date and time;
6. Description, photographs, and GPS coordinates where the spill originated:
    - If a single spill event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the spill appearance point explanation field;
7. Estimated total spill volume exiting the system;
8. Description and photographs of the extent of the spill and spill boundaries;
9. Did the spill reach a drainage conveyance system? If Yes:
    - Description of the drainage conveyance system transporting the spill;
    - Photographs of the drainage conveyance system entry locations(s);
    - Estimated spill volume fully recovered from the drainage conveyance system; and

- Estimated spill volume discharged to a groundwater infiltration basis or facility, if applicable.

10. Estimated total spill volume recovered;
11. Description of the spill event destination(s), including GPS coordinates, if available, that represent the full spread and reaches of the spill;
12. Spill end date and time;
13. Description of how the spill volume estimations were calculated, including, at minimum:
    - The methodology and type of data relied upon, including supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered), and
    - The methodology and type of data relied upon to estimate the spill start time, on-going spill rate at time of arrival (if applicable), and the spill end time;
14. Spill cause(s) (for example, root intrusion, grease deposition, etc.);
15. System failure location (for example, main, pump station, etc.);
16. Description of the pipe/infrastructure material, and estimated age of the pipe/infrastructure material, at the failure location;
17. Description of the impact of the spill;
18. Whether or not the spill was associated with a storm event;
19. Description of spill response activities including description of immediate spill containment and cleanup efforts;
20. Description of spill corrective actions, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the spill, and a schedule of the major milestones for those steps; including, at minimum:
    - Local regulatory enforcement action taken against an illicit discharge in response to this spill, as applicable, and
    - Identifiable system modifications, and operation and maintenance program modifications needed to prevent repeated spill occurrences at the same spill event location, including:
      - Adjusted schedule/method of preventive maintenance,
      - Planned rehabilitation or replacement of sanitary sewer asset,
      - Inspected, repaired asset(s), or replaced defective asset(s),
      - Capital improvements,
      - Documentation verifying immediately implemented system modifications and operating/maintenance modifications,
      - Description of spill response activities,

- Spill response completion date, and
- Ongoing investigation efforts, and expected completion date of investigation to determine the full cause of spill;

21. Detailed narrative of investigation and investigation findings of cause of spill.

3.4. Monthly Certified Spill Reporting for Category 4 Spills

The Enrollee shall report and certify the estimated total spill volume exiting the sanitary sewer system, and the total number of all Category 4 spills to the online CIWQS Sanitary Sewer System Database, within 30 calendar days after the end of the month in which the spills occurred.

3.5. Amended Certified Spill Reports for Category 3 Spills

Within 90 calendar days of the certified Spill Report due date, the Enrollee may update or add additional information to a certified Spill Report by amending the report or by adding an attachment to the Spill Report in the online CIWQS Sanitary Sewer System Database. The Enrollee shall certify the amended report.

After 90 calendar days, the Legally Responsible Official shall contact the State Water Board at SanitarySewer@waterboards.ca.gov to request to amend a certified Spill Report. The Legally Responsible Official shall submit justification for why the additional information was not reported within the 90-day timeframe for amending the certified Spill Report, as provided above.

3.6. Annual Certified Spill Reporting of Category 4 and/or Lateral Spills

For all Category 4 spills and spills from its owned and/or operated laterals that are caused by a failure or blockage in the lateral and that do not discharge to a surface water, the Enrollee shall:

- Maintain records per section 4.4. of this Attachment;

  The Enrollee shall provide records upon request by State Water Board or Regional Water Board staff.

- Annually upload and certify a report, in an appropriate digital format, of all recordkeeping of spills to the online CIWQS Sanitary Sewer System Database, by February 1st after the end of the calendar year in which the spills occurred.

A spill from an Enrollee-owned and/or operated lateral that discharges to a surface water is a Category 1 spill; the Enrollee shall report all Category 1 spills per section 3.1 of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of this General Order.

3.7. Monthly Certification of "No-Spills" or "Category 4 Spills" and/or "Non-Category 1 Lateral Spills"

If either (1) no spills occur during a calendar month or (2) only Category 4, and/or Enrollee-owned and/or operated lateral spills (that do not discharge to a surface water) occur during a calendar month, the Enrollee shall certify, within 30 calendar days after

the end of each calendar month, either a “No-Spill” certification statement, or a “Category 4 Spills” and/or “Non-Category 1 Lateral Spills” certification statement, in the online CIWQS Sanitary Sewer System Database, certifying that there were either no spills, or Category 4 and/or Non-Category 1 Lateral Spills that will be reported annually (per section 3.6 of this Attachment) for the designated month.

If a spill starts in one calendar month and ends in a subsequent calendar month, and the Enrollee has no further spills of any category, in the subsequent calendar month, the Enrollee shall certify “no-spills” for the subsequent calendar month.

If the Enrollee has no spills from its systems during a calendar month, but the Enrollee voluntarily reported a spill from a private lateral or a private system, the Enrollee shall certify “no-spills” for that calendar month.

If the Enrollees has spills from its owned and/or operated laterals during a calendar month, the Enrollee shall not certify “no spills” for that calendar month.

3.8. Electronic Sanitary Sewer System Service Area Boundary Map

The Legally Responsible Official shall submit, to the State Water Board, an up-to-date electronic spatial map of its sewer system service area boundaries. The map must be in accordance with section 5.14 (Electronic Sanitary Sewer System Service Area Boundary Map) of this General Order and the specification provided on the statewide Sanitary Sewer Systems program website. The map must include the location of wastewater treatment facility(ies) that treats the sewer system waste, if in the same sewer service boundary.

By the Effective Date of this General Order, specifications for the electronic sanitary sewer service area boundary map format will be provided on the statewide Sanitary Sewer Systems Order program website.

3.9. Annual Report (Previously termed as Collection System Questionnaire in General Order 2006-0003-DWQ)

A new Enrollee shall complete and submit its first certified Annual Report into the online CIWQS Sanitary Sewer System Database, **within 30 days of obtaining a CIWQS account**; Subsequent Annual Reports are due by April 1 of each year.

All enrollees shall update their previous year’s Annual Report, **by April 1 of each year after the Effective Date of this General Order,** for each calendar year (January 1 through December 31)**.**

The Annual Report must be entered directly into the online CIWQS Sanitary Sewer System Database. The Enrollee’s Legally Responsible Official shall certify the Annual Report as instructed in CIWQS;

The Annual Report must address, and update as applicable, the following items:

- Population served;

- Updated sewer system service area boundary map, if service area boundary has changed from original map submitted per section 5.14 (Electronic Sanitary Sewer System Service Area Boundary Map) of this General Order;
- Number of system operation and maintenance staff:
  - Entry level (less than two years of experience),
  - Journey level (greater than two years of experience),
  - Supervisory level, and
  - Managerial level;
- Number of operation and maintenance staff certified as a certified collection system operator by the California Water Environmental Association (CWEA), with:
  - Corresponding number of certified collection system operator grade levels (Grade I, II, III, IV, and V);
- System information:
  - Miles of system gravity and force mains,
  - Number of upper and lower service laterals connected to system,
  - Estimated number of upper and lower laterals owned and/or operated by the Enrollee,
  - Portion of laterals that is Enrollee's responsibility,
  - Average age the major components of system infrastructure,
  - Number and age of pump stations, and
  - Estimated total miles of the system pipeline not accessible for maintenance;
- Name and location of the treatment plant(s) receiving sanitary sewer system's waste;
- Name of satellite sewer system tributaries;
- Number of system's gravity sewer above or underground crossings of water bodies throughout system;
- Number of force main (pressurized pipe) above or underground crossings of water bodies throughout system;
- Number of siphons used to convey waste throughout the sewer system;
- Miles of sewer system cleaned;
- Miles of sewer system video inspected, or comparable (i.e., video closed-circuit television or alternative inspection methods);
- System Performance Evaluation as specified in section 5.11 (System Performance Analysis) of this General Order;
- Major spill causes (for example, root intrusion, grease deposition);

- System infrastructure failure points (for example, main, pump station, lateral, etc.);
- Ongoing spill investigations; and
- Actions taken to address system deficiencies.

3.10. Sewer System Management Plan Audit Reporting Requirements

The Enrollee shall submit its Sewer System Management Plan Audit and other pertinent audit information, in accordance with section 5.4 (Sewer System Management Plan Audits) of this General Order, to the online CIWQS Sanitary Sewer System Database **by six (6) months after the end of the 3-year audit period**.

If a Sewer System Management Plan Audit is not conducted as required: the Enrollee shall:

- Update the online CIWQS Sanitary Sewer System Database and select the justification for not conducting the Audit; and
- Notify its corresponding Regional Water Board (see Attachment F (Regional Water Quality Control Board Contact Information)) of the justification for the lapsed requirements.

The Enrollee's reporting of a justification for not conducting a timely Audit does not justify non-compliance with this General Order. The Enrollee shall:

- Submit the late Audit as required in this General Order; and
- Comply with subsequent Audit requirements and due dates corresponding with the original audit cycle.

3.11. Sewer System Management Plan Reporting Requirements

For an Existing Enrollee previously regulated by Order 2006-0003-DWQ: **Within every six (6) years after the required due date of its last Plan Update**, the Legally Responsible Official shall upload and certify a local governing entity-approved Sewer System Management Plan Update to the online CIWQS Sanitary Sewer System Database. If the electronic document format or size capacity prevents the electronic upload of the Plan, the Legally Responsible Official shall report an electronic link to its updated Sewer System Management Plan posted on its own website.

Order 2006-0003-DWQ required each enrollee to develop its initial Sewer System Management Plan per the following schedule, with required Plan updates at a frequency of 5-years thereafter:

Systems serving populations: Greater than 100,000: May 2, 2009

Between 100,000 and 10,000: August 2, 2009

Between 10,000 and 2,500: May 2, 2010

Less than 2,500: August 2, 2010

This Order carries forth the previously-required Plan Update schedule per Order 2006-0003-DWQ. Per the six-year Plan Update frequency required in this Order, the Enrollee shall upload and certify its first Plan Update, to the online CIWQS Sanitary Sewer System Database by the following due dates, with subsequent Plan Updates at the frequency of six years thereafter:

Systems serving populations: Greater than 100,000: May 2, 2025

Between 100,000 and 10,000: August 2, 2025

Between 10,000 and 2,500: May 2, 2026

Less than 2,500: August 2, 2026

For a New Enrollee: **Within twelve (12) months of its Application for Enrollment Approval date**, the Legally Responsible Official of a new Enrollee shall upload and certify a local governing entity-approved Sewer System Management Plan to the online CIWQS Sanitary Sewer System Database. If electronic document format or size capacity prevents the electronic upload of the Plan, the Legally Responsible Official shall report an electronic link to its Sewer System Management Plan posted on its own website. The due date for subsequent 6-year Plan updates, is six (6) years from the submittal due date of the new Enrollee's first Sewer System Management Plan.

4. RECORDKEEPING REQUIREMENTS

The Enrollee shall maintain records to document compliance with the provisions of this General Order, and previous General Order 2006-0003-DWQ as applicable, for each sanitary sewer system owned, including any required records generated by an Enrollee's contractor(s).

4.1. Recordkeeping Time Period

The Enrollee shall maintain records of documents required in this Attachment, including records collected for compliance with this General Order, and records collected in accordance with previous General Order 2006-0003-DWQ, for five (5) years.

4.2. Availability of Documents

The Enrollee shall make the records required in this General Order readily available, either electronic or hard copies, for review by Water Board staff during onsite inspections or through an information request.

4.3. Spill Reports

The Enrollee shall maintain records for each of the following spill-related events and activities:

- Spill event complaint, including but not limited to records documenting how the Enrollee responded to notifications of spills. Each complaint record must, at a minimum, include the following information:
    - Date, time, and method of notification,

- Date and time the complainant first noticed the spill, if available,
- Narrative description of the complaint, including any information the caller provided regarding whether the spill has reached surface waters or a drainage conveyance system, if available,
- Complainant's contact information, if available, and
- Final resolution of the complaint;

- Records documenting the steps and/or remedial action(s) undertaken by the Enrollee, using all available information, to comply with this General Order, and previous General Order 2006-0003-DWQ as applicable;
- Records documenting how estimate(s) of volume(s) and, if applicable, volume(s) of spill recovered were calculated;
- All California Office of Emergency Services notification records, as applicable; and
- Records, in accordance with the Monitoring Requirements in this Attachment.

4.4. Recordkeeping of Category 4 Spills and Non-Category 1 Lateral Spills

An Enrollee must maintain the following records for each individual Category 4 spill and for each individual non-Category 1 Enrollee-owned and/or operated lateral spill, and report in accordance to section 3.6 (Annual Certified Spill Reporting of Category 4 and/or Lateral Spills) of this Attachment.

Recordkeeping of Individual Category 4 Spill Information:

1. Contact information: Name and telephone number of Enrollee contact person to respond to spill-specific questions;
2. Spill location name;
3. Description and GPS coordinates for the system location where the spill originated;
4. Did the spill reach a drainage conveyance system? If Yes:
   - Description of drainage conveyance system location,
   - Estimated spill volume fully recovered within the drainage conveyance system, and
   - Estimated spill volume remaining within the drainage conveyance system;
5. Estimated total spill volume exiting the sanitary sewer system;
6. Spill date and start time;
7. Spill cause(s) (for example, root intrusion, grease deposition, etc.);
8. System failure location (for example, main, pump station, etc.);
9. Description of spill response activities including description of immediate spill containment and cleanup efforts;
10. Description of how the volume estimation was calculated, including, at minimum:

- The methodology and type of data relied upon, including supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered), and
- The methodology and type of data relied upon to estimate the spill start time, on-going spill rate at time of arrival (if applicable), and the spill end time;

11. Description of implemented system modifications and operating/maintenance modifications.

Recordkeeping of Individual Lateral Spill Information:

1. Date and time the Enrollee was notified of, or self-discovered, the spill;
2. Location of individual spill;
3. Estimated individual spill volume;
4. Spill cause(s) (for example, root intrusion, grease deposition, etc.); and
5. Description of how the volume estimations were calculated.

Total Annual Spill Information:

1. Estimated total annual spill volume;
2. Description of spill corrective actions, including at minimum:
   - Local regulatory enforcement action taken against the sewer lateral owner in response to a spill, as applicable, and
   - System operation, maintenance and program modifications implemented to prevent repeated spill occurrences at the same spill location.

4.5. Sewer System Telemetry Records

The Enrollee shall maintain the following sewer system telemetry records if used to document compliance with this General Order, and previous General Order 2006-0003-DWQ as applicable, including spill volume estimates:

- Supervisory control and data acquisition (SCADA) system(s);
- Alarm system(s);
- Flow monitoring device(s) or other instrument(s) used to estimate sewage flow rates, and/or volumes;
- Computerized maintenance management system records; and
- Asset management-related records.

4.6. Sewer System Management Plan Implementation Records

The Enrollee shall maintain records documenting the Enrollee's implementation of its Sewer System Management Plan, including documents supporting its Sewer System Management Plan audits, corrections, modifications, and updates to the Sewer System Management Plan.

4.7. Audit Records

The Enrollee shall maintain, at minimum, the following records pertaining to its Sewer System Management Plan audits, and other internal audits:

- Completed audit documents and findings;
- Name and contact information of staff and/or consultants that conducted or involved in the audit; and
- Follow-up actions based on audit findings.

4.8. Equipment Records

The Enrollee shall maintain a log of all owned and leased sewer system cleaning, operational, maintenance, construction, and rehabilitation equipment.

4.9. Work Orders

The Enrollee shall maintain record of work orders for operations and maintenance projects.

ATTACHMENT E2 – SUMMARY OF NOTIFICATION, MONITORING AND REPORTING REQUIREMENTS

This Attachment provides a summary of notification, monitoring and reporting requirements, by spill category, and for Enrollee-owned and/or operated laterals as required in Attachment E1 of this General Order, for quick reference purposes only.

Table E2-1

Spill Category 1: Spills to Surface Waters

Spill Requirement	Due	Method
Notification	**Within two (2) hours** of the Enrollee's knowledge of a Category 1 spill of 1,000 gallons or greater, discharging or threatening to discharge to surface waters: Notify the California Office of Emergency Services and obtain a notification control number.	California Office of Emergency Services at: (800) 852-7550 (Section 1 of Attachment E1)
Monitoring	• Conduct spill-specific monitoring; • Conduct water quality sampling of the receiving water within **18 hours** of initial knowledge of spill of 50,000 gallons or greater to surface waters.	(Section 2 of Attachment E1)
Reporting	• Submit Draft Spill Report **within three (3) business days** of the Enrollee's knowledge of the spill; • Submit Certified Spill Report **within 15 calendar days** of the spill end date; • Submit Technical Report **within 45 calendar days** after the spill end date for a Category 1 spill in which **50,000 gallons or greater** discharged to surface waters; and • Submit Amended Spill Report **within 90 calendar days** after the spill end date.	(Section 3.1 of Attachment E1)

Table E2-2
Spill Category 2: **Spills of 1,000 Gallons or Greater That Do Not Discharge to Surface Waters**

Spill Requirements	Due	Method
Notification	**Within two (2) hours** of the Enrollee's knowledge of a Category 2 spill of 1,000 gallons or greater, discharging or threatening to discharge to waters of the State: Notify California Office of Emergency Services and obtain a notification control number.	California Office of Emergency Services at: (800) 852-7550 (Section 1 of Attachment E1)
Monitoring	Conduct spill-specific monitoring.	(Section 2 of Attachment E1)
Reporting	• Submit Draft Spill Report **within three (3) business days** of the Enrollee's knowledge of the spill; • Submit Certified Spill Report **within 15 calendar days** of the spill end date; and • Submit Amended Spill Report **within 90 calendar days** after the spill end date.	(Section 3.2 of Attachment E1)

Table E2-3
Spill Category 3: Spills of Equal or Greater than 50 Gallons and Less than 1,000 Gallons That Does Not Discharge to Surface Waters

Spill Requirements	Due	Method
Notification	Not Applicable	Not Applicable
Monitoring	Conduct spill-specific monitoring.	(Section 2 of Attachment E1)
Reporting	• Submit monthly Certified Spill Report to the online CIWQS Sanitary Sewer System Database within **30 calendars days** after the end of the month in which the spills occur; and • Submit Amended Spill Reports **within 90 calendar days** after the Certified Spill Report due date.	(Section 3.3 and 3.5 of Attachment E1)

Table E2-4
Spill Category 4: Spills Less Than 50 Gallons That Do Not Discharge to Surface Waters

Spill Requirements	Due	Method
Notification	Not Applicable	Not Applicable
Monitoring	Conduct spill-specific monitoring.	(Section 2 of Attachment E1)
Reporting	• If, during any calendar month, Category 4 spills occur, certify monthly, the estimated total spill volume exiting the sanitary sewer system, and the total number of all Category 4 spills into the online CIWQS Sanitary Sewer System Database, within 30 days after the end of the calendar month in which the spills occurred. • Upload and certify a report, in an acceptable digital format, of all Category 4 spills to the online CIWQS Sanitary Sewer System Database, by February 1st after the end of the calendar year in which the spills occur.	(Section 3.4, 3.6, 3.7 and 4.4 of Attachment E1)

Table E2-5
Enrollee Owned and/or Operated Lateral Spills That Do Not Discharge to Surface Waters

Spill Requirements	Due	Method
Notification	**Within two (2) hours** of the Enrollee's knowledge of a spill of 1,000 gallons or greater, from an enrollee-owned and/or operated lateral, discharging or threatening to discharge to waters of the State: Notify California Office of Emergency Services and obtain a notification control number. Not applicable to a spill of less than 1,000 gallons.	California Office of Emergency Services at: (800) 852-7550 (Section 1 of Attachment E1)
Monitoring	Conduct visual monitoring.	(Section 2 of Attachment E1)
Reporting	• Upload and certify a report, in an acceptable digital format, of all lateral spills (that do not discharge to a surface water) to the online CIWQS Sanitary Sewer System Database, by February 1st after the end of the calendar year in which the spills occur. • Report a lateral spill of any volume that discharges to a surface water as a Category 1 spill.	(Sections 3.6, 3.7 and 4.4 of Attachment E1)

ATTACHMENT F – REGIONAL WATER QUALITY CONTROL BOARD CONTACT INFORMATION

This Attachment provides a map, list of counties, and contact information to assist the Enrollee in identifying the corresponding Regional Water Quality Control Board office, for all Regional Water Board notification requirements in this General Order.



Region 1 -- North Coast Regional Water Quality Control Board:
Del Norte, Glenn, Humboldt, Lake, Marin, Mendocino, Modoc, Siskiyou, Sonoma, and Trinity counties.

RB1SpillReporting@waterboards.ca.gov or (707) 576-2220

Region 2 -- San Francisco Bay Regional Water Quality Control Board:
Alameda, Contra Costa, San Francisco, Santa Clara (Northern most part of Morgan Hill), San Mateo, Marin, Sonoma, Napa, Solano counties.

RB2SpillReports@waterboards.ca.gov or (510) 622-2369

Region 3 -- Central Coast Regional Water Quality Control Board:
Santa Clara (most of Morgan Hill), San Mateo (Southern portion), Santa Cruz, San Benito, Monterey, Kern (small portions), San Luis Obispo, Santa Barbara, Ventura (Northern portion) counties.

CentralCoast@waterboards.ca.gov or (805) 549-3147

Region 4 -- Los Angeles Regional Water Quality Control Board:
Los Angeles, Ventura counties (small portions of Kern and Santa Barbara counties).

rb4-ssswdr@waterboards.ca.gov or (213) 576-6600

Region 5 -- Central Valley Regional Water Quality Control Board:

Rancho Cordova (Sacramento) Office: Colusa, Lake, Sutter, Yuba, Sierra, Nevada, Placer, Yolo, Napa, (North East), Solano (West), Sacramento, El Dorado, Amador, Calaveras, San Joaquin, Contra Costa (East), Stanislaus, Tuolumne counties.

RB5sSpillReporting@waterboards.ca.gov or (916) 464-3291

Fresno Office: Fresno, Kern, Kings, Madera, Mariposa, Merced, and Tulare counties, and small portions of San Benito and San Luis Obispo counties.

RB5fSpillReporting@waterboards.ca.gov or (559) 445-5116

Redding Office: Butte, Glen, Lassen, Modoc, Plumas, Shasta, Siskiyou, and Tehama counties.

RB5rSpillReporting@waterboards.ca.gov or (530) 224-4845

Region 6 -- Lahontan Regional Water Quality Control Board:

Lake Tahoe Office: Alpine, Modoc (East), Lassen (East side and Eagle Lake), Sierra, Nevada, Placer, El Dorado counties.

RB6sSpillReporting@waterboards.ca.gov or (530) 542-5400

Victorville Office: Mono, Inyo, Kern (East), San Bernardino, Los Angeles (North East corner) counties.

RB6vSpillReporting@waterboards.ca.gov or (760) 241-6583

Region 7 -- Colorado River Basin Regional Water Quality Control Board:

Imperial county and portions of San Bernardino, Riverside, San Diego counties.

RB7SpillReporting@waterboards.ca.gov or (760) 346-7491

Region 8 -- Santa Ana Regional Water Quality Control Board:

Orange, Riverside, San Bernardino counties.

RB8SpillReporting@waterboards.ca.gov or (951) 782-4130

Region 9 -- San Diego Regional Water Quality Control Board:

San Diego county and portions of Orange and Riverside counties.

RB9Spill_Report@waterboards.ca.gov or (619) 516-1990

End of Order 2022-0103-DWQ

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2025 -

---

1) APPROVING THE UPDATED SANITARY SEWER MANAGEMENT PLAN (SSMP) IN ACCORDANCE WITH THE STATE WATER RESOURCES CONTROL BOARD'S (SWRCB) STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS; AND
2) AUTHORIZING THE CITY MANAGER OR THEIR DESIGNEE TO IMPLEMENT THE SSMP AND SUBMIT ALL NECESSARY CERTIFICATION AND DOCUMENTS AS REQUIRED BY THE SWRCB

WHEREAS, the State Water Resources Control Board (Water Board) adopted Statewide General Waste Discharge Requirements (Order No. 2006-0003-DWQ, as amended by WQ 2013-0058-EXEC and WQ 2022-0103-DWQ), which require all public agencies that own or operate sanitary sewer systems greater than one mile in length to develop, implement, and maintain a Sanitary Sewer Management Plan (SSMP); and

WHEREAS, the 2022 amended order states that a SSMP is required to be updated at least every six years after the due date of its last update and adopted by the governing body of the agency at a public meeting; and

WHEREAS, the City Council adopted its prior SSMP update on April 4, 2023 under Resolution 2023-059 which was discovered as being due on August 2, 2019, upon release of the amended order in December 2022; and

WHEREAS, The City of Tracy Utilitlies Division has completed the 2025 update of its SSMP to reflect current organizational structure, operations and maintenance practices, performance measures, and emergency response procedures; and

WHEREAS, The updated SSMP has been reviewed by City staff and found to be consistent with the State Water Resources Control Board requirements and industry best practices; now, therefore, be it

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

RESOLVED: The updated Sanitary Sewer Management Plan (SSMP), attached hereto and incorporated herein by reference, is hereby approved and adopted; and be it further

RESOLVED: The City Manager, or their designee, is authorized to implement the SSMP and to submit all necessary certifications and documents to the State Water Resources Control Board in accordance with the requirements of the Statewide General Waste Discharge Requirements; and be it further

RESOLVED: This Resolution shall take effect immediately upon its adoption.

* *

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on 7th day of October 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 A – 2025 Sewer System Management Plan update
Exhibit B – Sanitary Sewer System General Order

City of Tracy
Sewer System Management Plan

2025 Update

FINAL

AUGUST 2025

Updated By:
CITY OF TRACY
Public Works Department
333 Civic Center Plaza
Tracy, CA 95376
(209) 831-6300

Initially Prepared by:
BLACK WATER CONSULTING ENGINEERS, INC.
602 Lyell Drive
Modesto, CA 95356
(209) 322-1820

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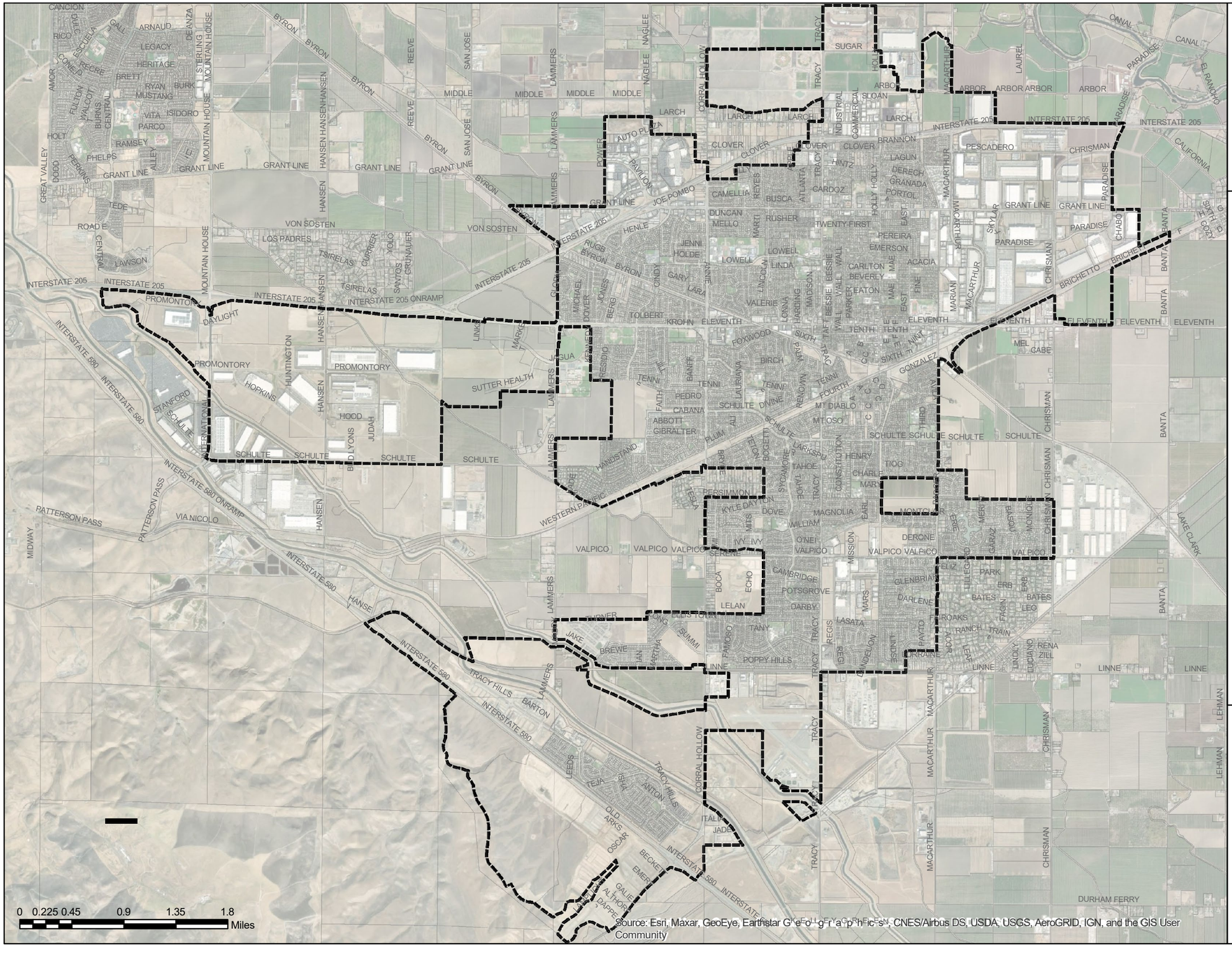
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Appendix D Hot Spots Locations
Appendix E Rehabilitation and Replacement Plan
Appendix F Equipment Inventory List
Appendix G City of Tracy 2020 Engineering Design & Construction Standards
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Figure 1-1



TRACY

LEGEND

Tracy City Limits

Figure 1-1

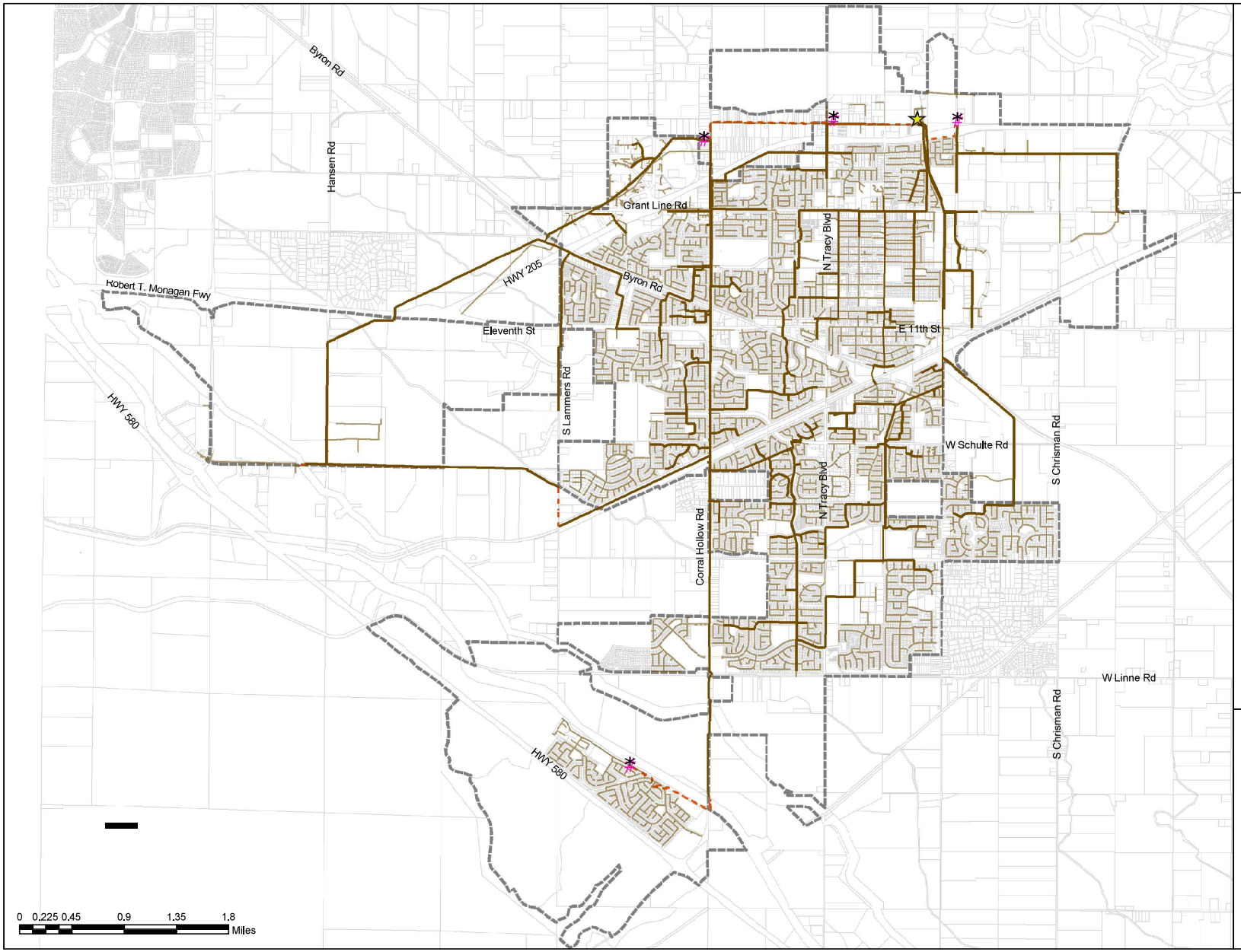
TRACY SSMP UPDATE

City's Service Area Map

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ABBREVIATIONS

ARV	Air Relief Valve
BMP	Best Management Practices
CCTV	Closed-Circuit Television
CIP	Capital Improvement Program
City	City of Tracy
CIWQS	Central Integrated Water Quality System
CMMS	Computerized Maintenance Management System
EPA	Environmental Protection Agency
ERP	Emergency Response Plan
FOG	Fats, Oils, and Grease
FSE	Food Service Establishment
FY	Fiscal Year
GIS	Geographic Information System
GRD	Grease Removal Device
HCD	Housing and Community Development
I&I	Inflow and Infiltration
MS4	Municipal Separate Storm Sewer Systems
O&M	Operations and Maintenance
SCADA	Supervisory Control and Data Acquisition
SSMP	Sewer System Management Plan
SSO	Sanitary Sewer Overflow
SWRCB	State Water Resources Control Board
WDR	Waste Discharge Requirements
WWMP	Wastewater Master Plan
WWTP	Wastewater Treatment Plant



TRACY

LEGEND

- Tracy City Limits
- Wastewater Treatment Plant
- City's Pump Station
- Existing Sewer Trunkline
- Existing Sewer Force Main
- Existing Sewer Pipeline

Figure 1-2

TRACY SSMP UPDATE

Existing Wastewater Collection System Map

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Introduction

This Sewer System Management Plan (SSMP) is an update to the City of Tracy's (City) Sewer System Management Plan prepared in June 2023 (2023 SSMP). The 2023 SSMP was prepared to satisfy the requirements of California State Water Resources Control Board (SWRCB) Order No. 2006- 0003-DWQ, Statewide General Waste Discharge Requirements (WDRs) for Sanitary Sewer Systems. Per the Order, the SSMP must be updated every 5-years to reflect any significant program changes. The WDRs apply to all public entities that own or operate sanitary sewer systems greater than one mile in length that collect and/or convey untreated or partially treated wastewater to a publicly owned treatment facility.

On December 6, 2022, the SWRCB adopted the Order 2022-0103-DWQ, Statewide Waste Discharge Requirements General Order for Sanitary Sewer Systems. This new General Order became effective on June 5, 2023, and superseded Order No. 2006-003-DWQ and amendments thereafter.

This SSMP was updated by the City to comply with the requirements in the current Order 2022-0103-DWQ. A changelog of these updates is included in **Appendix A**. A blank changelog is provided in **Attachment A** for documenting future changes. A copy of Order No. 2006- 0003-DWQ and Order 2022-0103-DWQ are provided in **Appendix B**.

Background

The City has an estimated population of 98,215 as of January 1, 2025, according to the State of California E-4 Population Estimates for Cities. The City has more than 500 employees and is responsible for the construction, design, operations, and maintenance of more than 700 miles of sewer pipeline. The SWRCB's Waste Discharge Identification (WDID) number for the City's collection system is 5SSO11066.

Sanitary sewer overflows (SSOs) are defined as any overflow, spill, release, discharge, or diversion of untreated or partially treated wastewater from a sanitary sewer system. SSOs may cause a public nuisance, particularly when raw untreated wastewater is discharged to areas with high population exposure, and may pollute surface or ground waters, threaten public health, adversely affect aquatic life, and impair the recreational use and aesthetic enjoyment of surface waters.

An SSMP is required to include the following elements:

1. Sewer System Management Plan Goal and Introduction
2. Organization
3. Legal Authority
4. Operation and Maintenance Program
5. Design and Performance Provisions
6. Spill Emergency Response Plan
7. Sewer Pipe Blockage Control Program
8. System Evaluation and Capacity Assurance and Capital Improvements
9. Monitoring, Measurement, and Program Modifications
10. Internal Audits
11. Communication Program

Each of these elements is addressed in the following sections including a description of the SWRCB requirement and any supporting information for that element. Order 2006-0003-DWQ established an SSMP implementation schedule based on the size of the agency. The City had a population of 96,993 at the time of adoption and is therefore governed by a schedule established for municipalities greater than 10,000 and less than 100,000.

As part of Order No 2006-003-DWQ, the SWRCB also established an SSO database that is part of the Central Integrated Water Quality System (CIWQS), a secure, on-line regulatory and water quality information management system. The SSO database is used to collect and store facility and organizational information as well as monthly SSO or "No SSO" activity details. The City has been reporting all SSOs and "No SSO" reports since first required in 2007.

An Internal SSMP Audit was recently prepared by the City and provided in **Appendix C**.

1 Goal

This section provides the goal for the City's SSMP to comply with the requirements of Order 2022-0103-DWQ.

1.1.1 Regulatory Requirements

The goal of the SSMP is to provide a plan and schedule to:

(1) Properly manage, operate, and maintain all parts of the City's sanitary sewer system(s),
(2) Reduce and prevent spills, and
(3) Contain and mitigate spills that do occur.

1.1.2 City Goals

The City's goal for the SSMP is to provide a plan and schedule to properly manage, operate, and maintain all parts of the sanitary sewer system. This will help reduce and prevent SSOs as well as mitigate any SSOs that do occur.

1.2 SSMP Update Schedule

Under Order 2022-0103-DWQ, the City shall update its SSMP every six years after the date of its last Plan Update due date. The City shall conduct an internal program audit at a minimum frequency of once every three years. The schedule for completing the SSMP updates and audits is based on the timelines which started with the adoption of Order No. 2006-003-DWQ and is not based on the date that the update and audits are completed. The SWRCB has created the following website for searching the required due dates: https://www.waterboards.ca.gov/water_issues/programs/sso/lookup/. The schedule from this website is also provided in **Table 1-1**.

Table 1-1 – SSMP Update and Local Audits Schedule

	Audit Period	Due Date
SSMP Update		August 2, 2031
Internal Audit	August 2, 2024 to August 1, 2027	February 2, 2028
Internal Audit	August 2, 2027 to August 1, 2030	February 2, 2031
Internal Audit	August 2, 2030 to August 1, 2033	February 2, 2034
SERP Review	Annually	December 31, 2026
SERP Review	Annually	December 31, 2027
SERP Review	Annually	December 31, 2028
SERP Review	Annually	December 31, 2029
SERP Review	Annually	December 31, 2030
SERP Review	Annually	December 31, 2031
Create Sharepoint Page		February 28, 2026

1.3 Sewer System Asset Overview

The City's owned assets and service area are described further in this section.

1.3.1 Location and Service Area

The City is in the southwestern portion of San Joaquin County in a geographic triangle formed by Interstate 205 to the north, Interstate 5 to the east, and Interstate 580 to the southwest. The City lies 68 miles south of Sacramento and 60 miles east of San Francisco [2]

The City's service areas are shown in **Figure 1-1**.

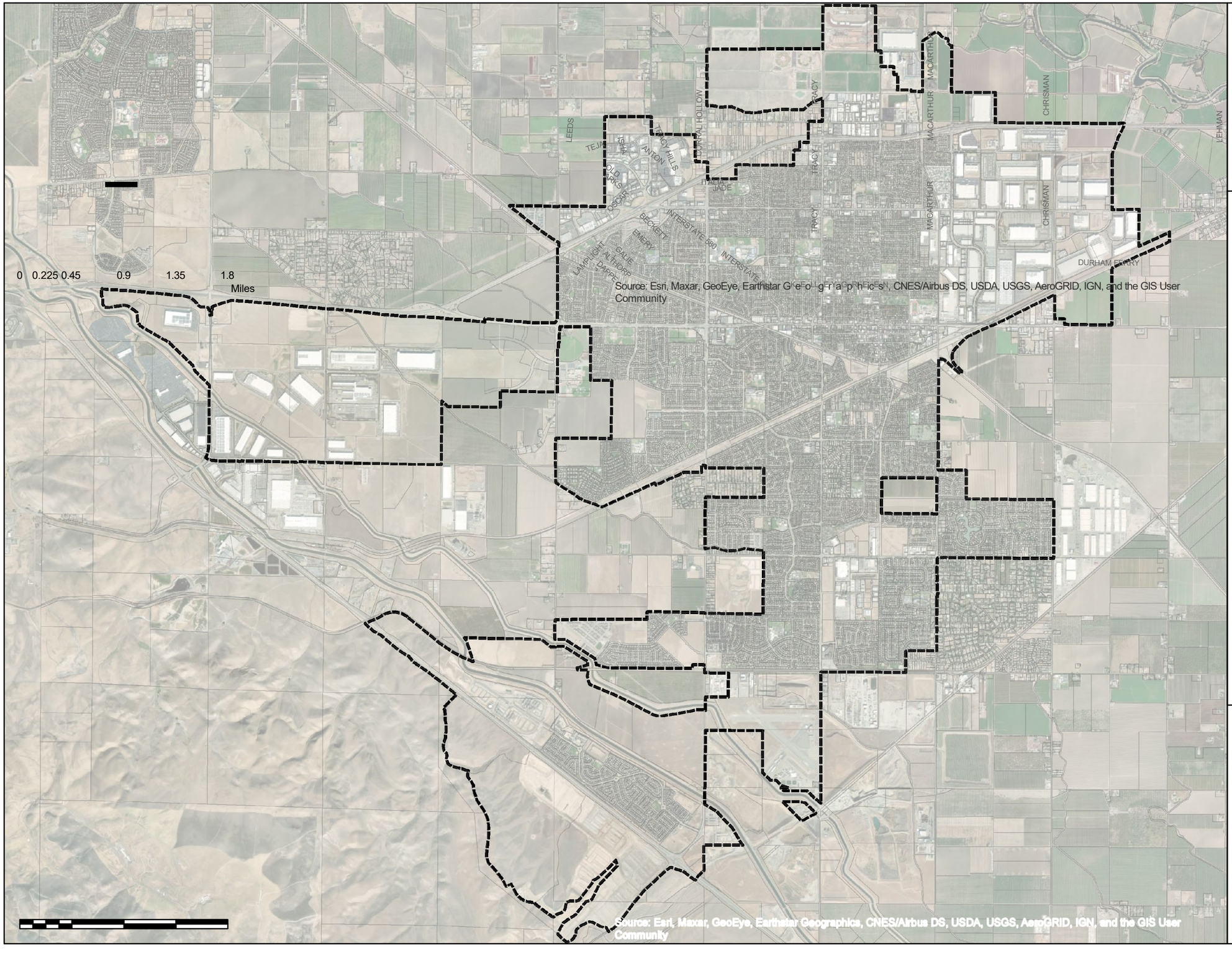
1.3.2 Population and Community Served

As described in the Background section, the City has a population of approximately 98,215. The City's land use designations consist of residential neighborhoods, commercials, industrials, mixed uses, public facilities, parks, and downtown.

1.3.3 Wastewater Collection System

The City operates and maintains its own wastewater collection system and infrastructure within the City limits. The City's Utilities Division manages and maintains approximately 533 miles of sanitary sewer pipelines ranging from 4-inches to 48-inches in diameter, four sanitary sewer pump stations, four lift stations, 12 miles of force mains ranging from 12-inches to 24-inches in diameter, and 250 miles of lower laterals. A map of the City's wastewater collection system is shown in **Figure 1-2**.


LEGEND
Tracy City Limits



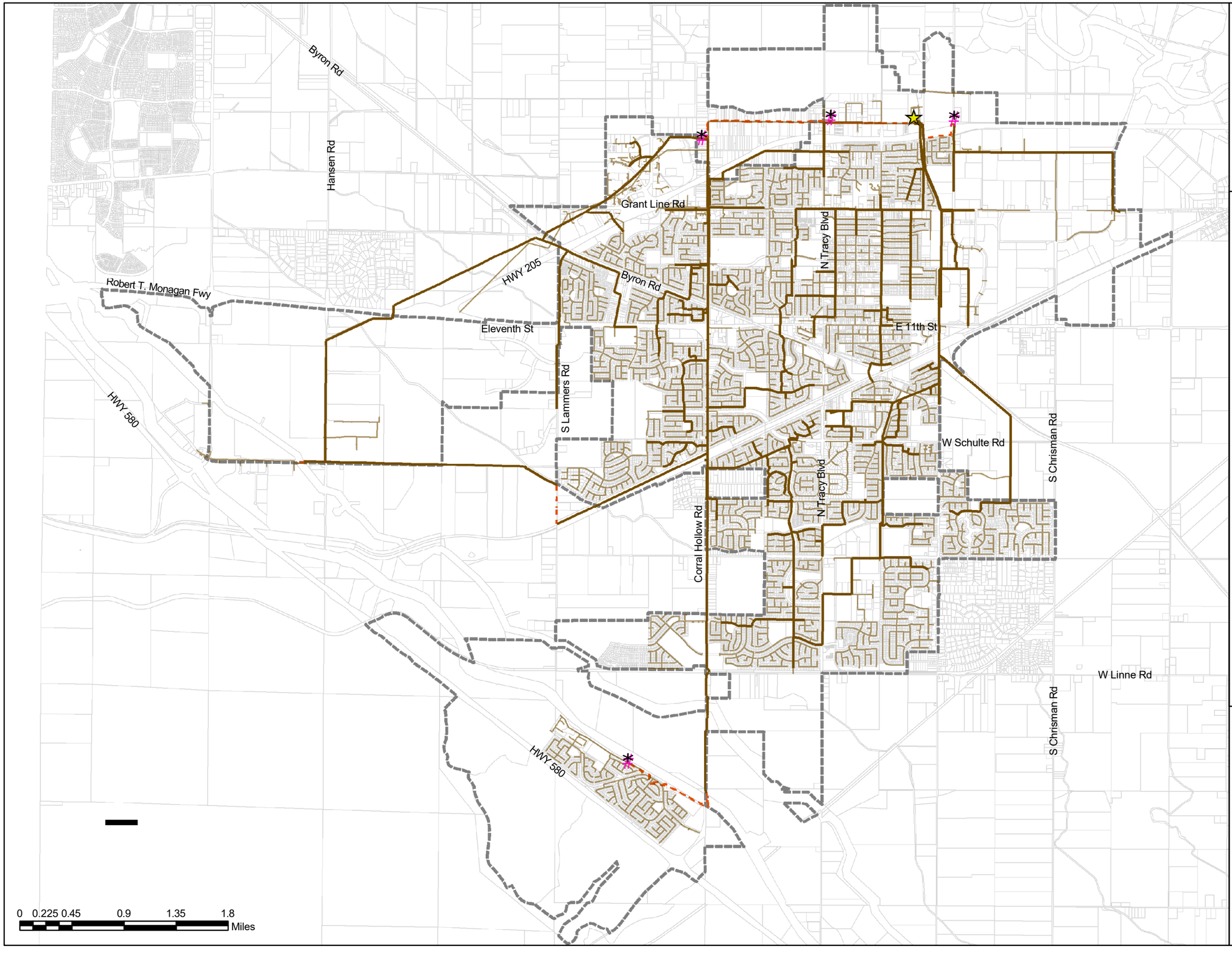
TRACY

Figure 1-1

TRACY SSMP UPDATE

City's Service Area Map

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TRACY

LEGEND

- Tracy City Limits
- Wastewater Treatment Plant
- City's Pump Station
- Existing Sewer Trunkline
- Existing Sewer Force Main
- Existing Sewer Pipeline

Figure 1-2

TRACY SSMP UPDATE

Existing Wastewater Collection System Map

BLACKWATER CONSULTING ENGINEERS

1.3.4 Structures Diverting Stormwater to the Sewer System

There are no structures diverting stormwater to the sewer system. The City's wastewater treatment plant (WWTP) is not subject to industrial stormwater discharges regulations under the Municipal Separate Storm Sewer Systems (MS4), because all stormwater runoff from the WWTP site is collected and routed to the primary clarifier for further treatment [3].

1.3.5 Data Management System

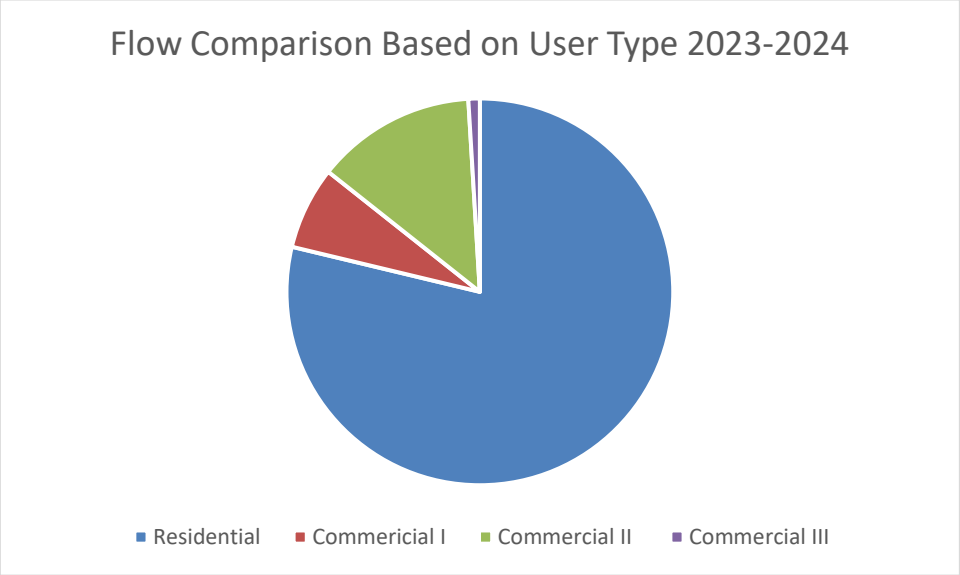
The City has a Supervisory Control and Data Acquisition (SCADA) control system to monitor and control the sewer pump stations. The City also reports SSOs to the SWRCB's online SSO database.

The City uses a Computerized Maintenance Management System (CMMS) software program called Nexgen to track scheduled and unscheduled maintenance for the pressure system. The City also uses a Citizen Relationship Management software application to track all complaints and forward the information to the supervisor for action and follow-up with the citizen as described further in Section 4.3.3.1.

1.3.6 Service Connections

The City has 27,850 wastewater accounts. These accounts include residential, commercial, and industrial accounts. Unless the account is a significant industrial user and billed based on an effluent meter, wastewater is billed based on water usage. The majority of the service connections and flow in the City are residential accounts (figure 1.3). User Type - Commercial I account are low strength and typically consist of offices, storage, and logistics. Commercial II accounts are light manufacturing or medium industrial. Commercial III users are primarily restaurants and bakeries.

Figure 1.3 -- Flow Comparison Based on User Type



1.3.7 Unique Service Boundary Conditions and Challenge(s)

The City has no unique service area boundary conditions and challenges.

2 Organization

This section identifies the City's authorized representatives and provides the names and telephone numbers for management, administrative, and maintenance personnel responsible for implementing specific measures in the SSMP program, including lines of authority. This section also presents the chain of communication for reporting and responding to SSOs.

2.1 Regulatory Requirements

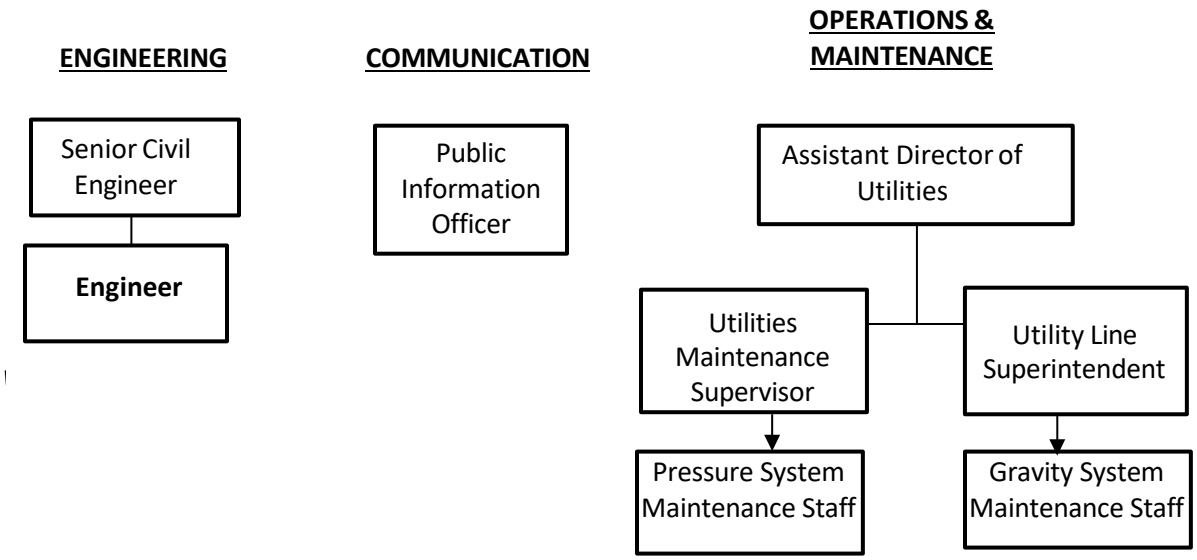
The SSMP must identify organizational staffing responsible and integral for implementing the local SSMP through an organization chart or similar narrative documentation that includes:

- The name of the Legally Responsible Official as required in Section 5.1 (Designation of a Legally Responsible Official) of Order 2022-0103-DWQ;
- The position titles, telephone numbers, and email addresses for management, administrative, and maintenance positions responsible for implementing specific SSMP elements;
- Organizational lines of authority; and
- Chain of communication for reporting spills from receipt of complaint or other information, including the person responsible for reporting spills to the State and Regional Water Boards and other agencies, as applicable. (For example, county health officer, county environmental health agency, and State Office of Emergency Services.)

2.2 Organization Chart

The City is divided into work sections focusing on engineering, communications, and operations and maintenance (O&M). **Figure 2-1** shows the City's organizational structure and identifies lines of authority for managing the wastewater collection system.

Figure 2-1 – Organization Chart of the City's Responsible Parties for Implementation of the SSMP



2.3 Legally Responsible Official

The Assistant Director of Utilities, Stephanie Reyna-Hiestand, is the responsible representative for the City for the purposes of this SSMP.

Assistant Director of Utilities Contact Information
Stephanie Reyna-Hiestand
(209) 831-6320
Stephanie.Hiestand@cityoftracy.org

2.4 Contact Information

A more in-depth breakdown of individual responsibilities within the major SSMP components, including telephone numbers for the responsible parties, is presented in **Table 2-1**.

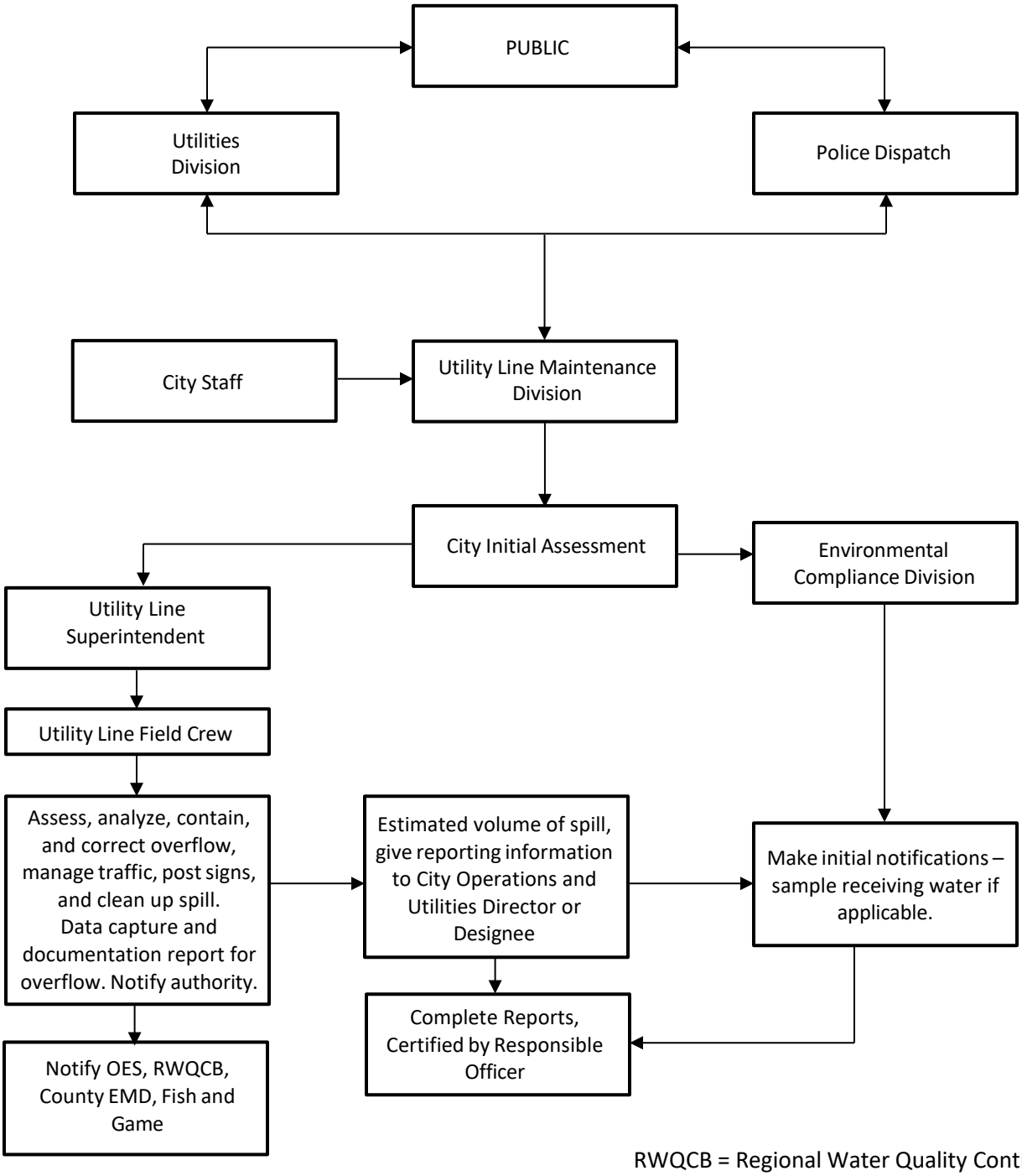
Rank	Title	Phone	Responsibility
1	Assistant Director of Utilities	(209) 831-6330	Administrator
2	Utility Line Superintendent	(209) 831-6358	SSMP and all underground sewer lines
3	Utilities Maintenance Supervisor	(209) 831-6330	All lift stations and force mains
4	Environmental Compliance Analyst	(209 831-6330	FOG Program Implementation
5	Wastewater Operations Superintendent	(209) 831-6328	Wastewater Treatment Plant and SCADA
6	Senior Civil Engineer	(209) 831-6330	Capital Improvement Plan (CIP) Project
7	Public Information Officer (PIO)	(209) 831-6125	PIO

Table 2-1 – Responsible Parties for Implementation of the SSMP

2.5 Chain of Communication for Reporting SSOs

The chain of communications for reporting SSOs within the City is shown in **Figure 2-2**.

Figure 2-2 – City's Chain of Communication for SSO Reporting



RWQCB = Regional Water Quality Control Board
EMD = Environmental Management Department

3 Legal Authority

This section demonstrates the legal authority that the City possesses to prevent illicit discharges into the sewer system, require that sewers and connections be properly designed, ensure access for maintenance and repairs, limit the discharge of fats, oils, and grease (FOG), and to enforce any violation of its sewer ordinances.

3.1 Regulatory Requirements

The SSMP must include copies or an electronic link to the City's current sewer system use ordinances, services agreements, and/or legally binding procedures to demonstrate the City possesses the necessary legal authority to:

- Prevent illicit discharges into its sanitary sewer system from inflow and infiltration (I&I); unauthorized stormwater; chemical dumping; unauthorized debris; roots; FOG; and trash, including rags and other debris that may cause blockages;
- Collaborate with storm sewer agencies to coordinate emergency spill responses, ensure access to storm sewer systems during spill events, and prevent unintentional cross connections of sanitary sewer infrastructure to storm sewer infrastructure;
- Require that sewer system components and connections be properly designed and constructed;
- Ensure access for maintenance, inspection, and/or repairs for portions of the service lateral owned or maintained by the City;
- Enforce any violation of its sewer ordinances, service agreements, or other legally binding procedures; and
- Obtain easement accessibility agreements for locations requiring sewer system operations and maintenance, as applicable.

3.2 Municipal Code

The City's Municipal Code, Title 5-Sanitation and Health, Chapter 5.24-Waste Disposal and Chapter 5.26-Discharge of Fats, Oils and Grease (Municipal Code) provides the necessary legal authority for the sewer collection system. The codes are posted on the City's website and can be found using the following electronic link.

City's Municipal Code Link:
https://library.municode.com/ca/tracy/codes/code_of_ordinances?nodeId=TIT5SAHE_CH5.24WADI.

Portions of these chapters are summarized in **Table 3-1** and meet the regulatory requirements described above.

Table 3-1 – Legal Authority Checklist

Municipal Code Section	Description
Prevention of Illicit Discharges	
Code 5.24.050	Prohibitions on Discharge, lists wastes that shall not be discharged to the City's sewer system.
Code 5.24.140	Limitations of the Point of Discharge, describes the requirements for discharging waste through an approved building sewer and reporting accidental spills into manholes.
Codes 5.24.240	Requires sewer users to keep their connections in good working order at user's expense and to be liable for all damages resulting from the failure to do so; allows inspectors site access and entry rights.
Code 5.24.390	Wastewater Discharge Surveys, describes the requirements for keeping an annually updated Discharge Survey Report on file with the City, which includes information on the nature of a user's business, production quantities, hours of operation, and number and classification of employees, as well as chemical constituents stored on-site, and other information related to the operation.
Code 5.26.040	Prohibitions for all food service establishments (FSEs) to reduce FOG in the City's sewer system.
Code 11.34.070	Prohibition of illicit connections. The construction, use, maintenance or continued existence of illicit connections to the stormwater conveyance system is strictly prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
Methods to Ensure Proper Design and Construction	
Code 5.24.240	Maintenance and Inspections of Sewer Connections: describes the requirement to maintain sewer connections in good order.
Code 5.24.270	Approval of Plans for Sewage Construction: describes the requirement that construction or alteration of sewer facilities require obtaining City approval by submitting construction plans and specifications prepared by a California engineer. It also requires that plans for sewage construction shall be designed in accordance with the standard specifications as adopted by the City.
Code 5.24.280	General Standards of Design: describes the requirements that sewer facilities shall be developed consistent with the system adopted by Council resolution and that their construction shall conform to the City standard specifications and plans approved by the City Engineer.
Code 5.24.410	Mandatory Discharge Permits: describes the requirements for obtaining a Wastewater Discharge Permit when discharging into the City's sewer. In addition, it describes application and monitoring requirements for industrial users. It also states that the conditions of Wastewater Discharge Permits shall be uniformly enforced by the City.

Municipal Code Section	Description
Code 5.24.440	Permit Application and Baseline Monitoring Report, describes the requirement that users seeking a Wastewater Discharge Permit shall complete and file an application that requires the submission of a baseline monitoring report supplying various information regarding the proposed facilities and the waste to be discharged.
Code 5.24.450	Permit Conditions, describes the conditions of the Wastewater Discharge Permit, which may include fees, allowable wastewater constituents, flow requirements, installation requirements, pretreatment requirements, specifications for monitoring programs, requirements for reporting and keeping records, allowable emissions rates, the City's inspection rights, non-compliance penalties, and other conditions deemed appropriate.
Code 5.24.540	Inspection and Sampling, describes the City's right to inspect the facilities and inspect and copy monitoring and discharge records of any user. It also describes the City's right for ready access at all reasonable times to all the user's premises in the performance of their duties.
Code 5.26.120	Facilities and Drawing Submittal Requirements, describes requirements for the City to submit plans and detail drawings of all sewer locations and connections, and schematic drawings of grease interceptors, FOG control devices or other FOG control equipment and appurtenances by size, location, and elevation.
Maintenance, Inspections, and Repairs	
Code 5.24.240	Requires users to keep sewer connections in good working order and allows a City inspector site access.
Code 5.24.050 (4)	Prohibits impairment of the effective maintenance and operation of the sewerage system.
Code 5.24.520	Right of Entry, states that City shall be permitted to enter all wastewater facilities of all properties served by the City for purposes of inspection, observation, measurement, sampling, testing, or any other duty.
Code 5.26.090	Grease Interceptor Maintenance Requirements, describe the frequency to maintain all existing and newly installed grease interceptors.
Code 5.26.150	Inspections and Sampling Conditions, describes the inspection and sampling of wastewater discharges of any FCE ascertain whether the intent of these regulations is being met and the FSE is complying with all requirements.
Code 11.34.240	The Director may inspect the facilities or property of any person to ascertain whether the purposes of this chapter are being met and compliance with the requirements of this chapter is being achieved.
Methods to Limit the Discharge of FOG and Other Debris into the Sewer System	
Code 5.24.050	Prohibitions on Discharge, states that no person shall discharge wastes that cause obstruction of flow in the City's sewer system or damage to the sewerage facilities.

Municipal Code Section	Description
Code 5.24.160	Pretreatment Requirements describes the City's right to enforce its pretreatment program as determined necessary and states that any facilities required to pre-treat wastewater to a level acceptable to the City shall be provided and maintained at the user's expense. It also requires that detailed plans showing the pretreatment facilities, operating procedures, and discharge permit application shall be submitted to the City.
Code 5.24.180	Oil, Sand, and Lint Separators, states oil or sand interceptors shall be provided by the waste discharger in service stations, auto repair shops, carwashes, and other facilities when, in the reasonable opinion of the City, they are necessary for the proper handling of any flammable wastes, sand, grease, oil or other harmful ingredients. All separators shall be of the type and capacity approved by the City and shall be so located as to be readily and easily accessible for cleaning and inspections. Food service establishments shall follow Chapter 5.26.
Code 5.26.050	FOG Discharge Limitations, states that no FSE shall discharge or cause to be discharged into the sewer system FOG that exceeds a concentration level adopted by the council or that may accumulate and/or cause or contribute to blockages in the sewer system or at the sewer laterals which connects the FSE to the sewer systems.
Methods to Enforce Violation of Sewer Ordinances	
Code 5.24.680	Enforcement Responsibilities, states that the City Manager shall ensure enforcement by coordinating the actions of Finances Director and the Director of Public Works and any other City departments concerned. It also states that the City can require compliance with the terms of this chapter by issuing administrative orders that are enforceable in a court of law or by directly seeking court action.
Code 5.24.690	Preliminary Determination of Non-compliance and Related Fees, describes the fees that the user is required to pay if routine sampling reveals non-compliance by the discharger.
Code 5.24.700	States that violations of any provisions or terms and conditions or requirements are subject to a Probations Order.
Code 5.24.710	Lists the Enforcement Compliance Schedule Agreement for industrial dischargers in non-compliance.
Code 5.24.720	Lists the Regulatory Compliance Schedule Agreements for industrial discharge non-compliance in violation of pretreatment requirements.
Code 5.24.730	Batch Dumps, describes fees and penalties when the City determines that a user has discharged concentrated non-compatible pollutants to the sewer system in a manner that is not approved by the City
Code 5.24.740	Authorizes several administrative order options when a discharger is out of compliance.
Code 5.24.750	Enforcement states that anyone who discharges prohibited wastewater that causes damage to the City's facilities resulting in cost to the City shall be liable to the City. It also describes injunction, civil penalties, and criminal penalties for violations of provisions of this chapter or permit conditions.

Municipal Code Section	Description
Code 5.26.190	Fees and Charges states that in order to recover from the users of the City's wastewater disposal system the cost of implementing the program, the City Council may adopt by resolution fees and charges.
Code 5.26.260	Violation and Penalties states any FSE or property owner in violation shall be liable to the City for all damages occasioned thereby.

4 Operations and Maintenance Program

This section of the SSMP addresses the requirement that enrollees describe their O&M program and specifically addresses several elements of the program.

4.1 Regulatory Requirements

The SSMP must include the items listed below that are appropriate and applicable to the City's system.

- An up-to-date map of the sanitary sewer system, and procedures for maintaining and providing State and Regional Water Board staff access to the map(s). The map(s) must show gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable stormwater conveyance facilities within the sewer system service area boundaries.
- Preventive Operation and Maintenance Activities
- Training
- Equipment Inventory System

4.2 Up-to-Date Map of Sanitary Sewer System

The City maintains a set of maps of the sanitary sewer and storm drainage systems. The maps are in AutoCAD format and Geographic Information System (GIS). The sanitary sewer maps show the gravity sewer pipelines, force main pipelines, and manholes. The City is actively working toward improving upon its current mapping information.

An up-to-date map of the sanitary sewer system, excluding the new Tracy Hills subdivision, showing the sewer facilities within the City's service area boundary is shown in **Figure 1-2**. The up-to-date map assists the Utilities Division to respond to emergencies, schedule regular maintenance, and plan replacement and rehabilitation projects as well as future growth.

4.3 Preventative Operation and Maintenance Activities

Regular maintenance and cleaning activities in the sanitary sewer system include gravity and pressure pipelines. The gravity collection system, which includes all gravity piping and associated facilities, is managed by the Utility Line Maintenance Supervisor. The pressure system, which includes all force mains, pump stations, and lift stations, is managed by the Utilities Maintenance Supervisor, who is also responsible for maintenance at the treatment plant. The maintenance activities for each system are described in the following subsections.

4.3.1 Gravity Sewer System

The City's preventive maintenance activities for gravity sewers are mainly prioritized by identified "hot spots" and the connecting pipes in their vicinity, as well as known older sections of pipe. Main line stoppages at hot spots are typically caused by grease, debris, low flows, and sags. At least monthly, hot spots locations are inspected by the collections crew. If needed, a crew of up to four staff members use hydro jetting equipment to perform hydraulic cleaning of the pipes. All maintenance work is presently performed by City staff and is not contracted out. Hot spot locations are provided in **Appendix D**.

Predictive maintenance, which is also proactive, is a method of establishing baseline performance data, monitoring performance criteria over a period of time, and observing changes in performance so that failure can be predicted, and maintenance can be performed on a planned, scheduled basis. System performance will be reviewed as an indicator of how the system is operated and maintained. The condition assessment process that leads to a rehabilitation and replacement CIP project will consider the impact of not correcting the problem on the City's maintenance workload and SSO potential.

City staff inspect pipes that have known problems by video after they are cleaned out. Cutters are used to clean roots from the sewer lines. Maintenance on manhole rings, lids, and structural repairs are made regularly. The Utility Line Maintenance Supervisor monitors the inspections informally and keeps track of the problem locations. The City has periodically utilized a manhole inspection form since 2022 to document the condition.

The City also has identified two areas where, if an SSO were to occur, the impact would be more significant than in other areas. The trunk line that runs along the East Side Channel that flows into the Sugar Cut is a high-priority line. This area is inspected once a week. Detention Basin 10, which pumps stormwater to the Old River, also could have a negative impact and is a high-priority line. This area is frequently inspected, and City staff has the ability to shut down the pumps if raw sewage is spilled into the detention basin. The City has been taking corrective action to prevent spills by repairing or replacing pipes in chronic problem areas.

4.3.2 Pressure System

O&M manuals are available for all equipment (e.g., pumps, generators, motor controls). Maintenance for the pressure system is documented in the Nexgen CMMS. The pressure system preventive maintenance is focused on maintenance activities for the force mains and the pump stations, as described below.

4.3.2.1 Force Main Preventive Maintenance

The City does not routinely clean force mains. Force main cleaning will be conducted on an as-needed basis, depending on factors that indicate that it is warranted. Depending on the overall performance of the pump station force main system, the extent of grease buildup and other factors are considered that may indicate the need for pipeline cleaning. Force main cleaning presents risks that could lead to SSOs and is carefully planned and coordinated. Appropriate indicators that cleaning may be warranted include a notable decline in pump station efficiency or an increase in backups. Corrosion is rarely a problem in properly designed force mains (e.g., pipeline slopes designed to eliminate any high spots where headspace gases can accumulate).

4.3.2.2 Pump Station Preventive Maintenance

The City has four pump stations (MacArthur, Larch Road, Hansen, and Tracy Hills) and four lift stations (Cabrillo, Sloan Court, Grantline, and Hillview).

Pump stations are checked by staff through on-site inspection during the work week. The pump stations have alarms that are routed to on-call staff after hours. Relevant maintenance activity for pump station operation includes electrical, mechanical, and physical aspects. Critical operating characteristics checked during periodic inspections include checking alarm systems, breakers, remote terminal unit, flow recorders, amperage on pumps, generators, and wet wells. The City uses a check list for each pump station inspection. Inspections are documented in Nexgen CMMS.

The four pump stations are monitored with a SCADA system. If a problem with the SCADA system is observed, the operator calls the maintenance crew. This maintenance activity is entered into a Nexgen CMMS.

Occasionally, vibration, temperature, and rotational testing are conducted at the pump stations. A hand-held amperage probe is used to monitor motor performance at pump and lift stations. This is part of a new scheduled program of work orders that will help with reordering and maintenance history. Sometimes testing work is contracted out when a problem is suspected, but it is dependent on the nature of the work. For example, special work on motors like a major motor rewind would likely require outside help.

Staff are assigned to monitor the pump stations daily and to resolve any problems that are encountered. Elapsed time meters exist for all mechanical equipment, pumps, and motors and can be read through SCADA. The Hansen, MacArthur, Larch Road, and Tracy Hills pump stations monitor flow and have overpressure sensors with alarms that activate a local strobe light and transmit an alert to operations. The pressure system is checked monthly.

Standby power is provided automatically by stationary generators at the four pump stations (Hansen, Larch Road, MacArthur, and Tracy Hills) and is checked monthly. Two portable pumps are available to provide emergency bypass to discharge into gravity lines in the event that a pump is down. The pump stations lose power three to four times a year. A maintenance callout list is available during power outages. Emergency calls are routed through the police department. Callouts are documented in Nexgen CMMS.

The Larch Road pump station, which is near a food packaging plant and at a low point close to the storm drain system, is considered a critical location in the system and is monitored closely.

4.3.3 Work Order System

This subsection describes the City's current work order system used to document scheduled and completed maintenance activities.

4.3.3.1 Gravity Sewer System

Maintenance work orders are generated from service requests initiated by customers. The service request system is a web-based application called Government Outreach. City staff has a performance objective to respond to the site of a spill within one hour of notification. During work hours, an administrative assistant contacts the supervisor immediately upon learning of the service issue. After-hours calls are routed through the City Police Department, which contacts operations on-call staff. The supervisor is contacted at home if the service issue is considered to be serious. The work is assigned to field crews by the supervisor. Once the work is completed, the service request is closed in Government Outreach by administrative staff.

The City uses a Citizen Relationship Management software application, a part of Government Outreach, which tracks all complaints and forwards the information to the supervisor for action and follow-up with the citizen. The application documents the requestor, address, type, dispatched crew member, and recommended corrective action. It is administered by the Information Systems Division, a part of the

Finance and Administrative Services Department, which generates and retains performance reports. The application provides a feature for customer feedback that is reviewed by the supervisor, who will follow up with staff and the customer if warranted. The application database is not used to determine preventive maintenance tasks.

The number of feet of pipe cleaned is reported to the Utility Line Maintenance Supervisor each month. The cause of sewer system backups is documented and used to define hot spot locations.

4.3.4 Pressure System

A CMMS program, NexGen, is used to document work orders at the pump stations.

4.4 Rehabilitation and Replacement Plan

Refer to **Appendix E** for a Rehabilitation and Replacement Plan prepared for the City on June 3, 2009. The City will continue to develop a rehabilitation and replacement plan as a component of the Master Plan that is under way.

4.4.1 Condition Assessment

The City may use closed-circuit television (CCTV), smoke testing, and other technologies to:

- Identify the location of sewer line blockages
- Find areas that need to be cleaned to prevent backups
- Identify pipes that need replacement or repairs
- Inspect new pipe for proper installation
- Find illegal or improper sewer connections

Gathering and assessing the information from the inspections will help identify and prioritize structural deficiencies for short-term and long-term rehabilitation project planning.

4.4.2 Asset Management

The City considers a structured approach to prioritizing asset management, including SSO data collection and analysis. The City's asset management approach prioritizes deficiencies based on several inputs including:

- CMMS information
- Customer complaints
- CCTV inspections
- Manhole inspections
- Hydraulic model
- Risk assessment to prioritize projects

4.5 Time Schedules for Capital Improvement Programs

The City Council relies on staff to provide information about collection system needs and funding requirements. The City Council reviews information provided by staff and adopts a prioritized list of projects during the annual budget process. The CIP list is developed and reviewed to align with anticipated

funding sources. The projects that do not have adequate funding are included on the list for planning purposes.

Rehabilitation projects are prioritized for areas affected by structural deficiencies or those that are considered high risk considering public health and safety and the environment. Condition assessment is a critical activity for a sustainable asset management program. Condition levels are tied to levels of service targets, and assessments focus on high-risk and projected near-term needs.

The City realizes the importance of seeking and correcting structural deficiencies prior to system failure. The collection system maintenance staff conducts periodic condition assessments on each sewer facility (e.g., manhole, main line, service lateral) to determine the location and extent of problem areas.

The City selects capital improvement projects based on cost effectiveness to fit the capital expenditure budget. The CIP is based on fiscal conditions and financial planning, including tapping into revenue sources such as grants, loans, bonds, and user fees. Long-term projects are those that are considered for implementation in 6 to 20 years.

4.5.1 Project Financing

Project financing options will vary depending on the cost of the project. Funding sources may include:

- Wastewater operations budget
- Special budgets (for specific maintenance efforts or projects)
- Local development contributions
- Federal/state/regional grants
- Federal/state/regional loans
- Municipal bonds

Current and future funding opportunities identified by the SWRCB that are applicable to wastewater facilities are listed in **Table 4-1**.

Table 4-1 – Current and Future Funding Opportunities

Organization	Funding Program
California Infrastructure and Economic Development Bank (I-Bank)	Infrastructure State Revolving Fund Program
California Department of Housing and Community Development (HCD)	Community Development Block Grant
State Water Resources Control Board	Clean Water State Revolving Fund Loan Program
U.S. Environmental Protection Agency	Clean Water State Revolving Fund
U.S. Department of Agriculture Rural Development	Water/Wastewater
Other financing identified includes:	
Municipal Services Group, Inc.	Municipalities

4.6 Training

The City's Utilities staff is trained in how to maintain and operate Tracy's collection system during normal conditions and during emergency conditions to manage flows and avoid SSOs. The California Water Environmental Association (CWEA) offers a well-developed training certification program suited to the WDR requirement to maintain ongoing staff training that ensures competency and current with regulatory standards in collection system maintenance. CWEA certifications are available in Target Solutions, the City's training database. The current training program consists of formal and informal elements, as follows:

- **Technical Training**: Training sessions are scheduled periodically by the Utility Line Maintenance Supervisor to address training on routine O&M activities. Most training is completed as on-the-job training, where knowledgeable staff trains less experienced staff in the O&M of equipment.

- **Skills Training (for equipment use and maintenance tasks)**: Staff members learn on the job without the use of standard O&M procedures. If new equipment is purchased, the supervisor requests that the manufacturer offer informational training on the proper use of the equipment.

- **Safety Training**: Weekly tailgate meetings are conducted by the supervisor, who selects topics based on observations during the prior week. American Water Works Association video tapes are also available.

- **Confined Space Entry**: A confined space procedure manual was created in February 1997. Test results from previous Confined Space Entry exams are documented in handwritten forms, which are stored in a Confined Space Entry binder. Refresher courses are available for staff.

- **Lock Out/Tag Out**: All authorized staff members are required to sign a document acknowledging their Lock Out/Tag Out responsibilities. Training and refresher courses are offered to staff periodically.

Contractor operations are overseen by staff or consulting inspectors to assure proper construction techniques are used and sanitary sewer overflow risks are avoided. Contractors construct specifications and regulatory requirements established within contract and bid documents. Contractors are required to carry liability insurance coverage based on the scope of work. Emergency work is conducted by an approved list of contractors.

4.7 Equipment and Replacement Part Inventories

A list of the City's current sewer system equipment inventory, including the identification of critical replacement and spare parts, is provided in **Appendix F**.

4.7.1 Gravity Sewer System

Equipment and tools are stored in the Utilities Building at the Boyd Service Center. The supervisor monitors the inventory as day-to-day activities are performed and informally monitors staff purchases. Critical pieces of equipment and tools are determined from experience with local suppliers and past equipment and tool failures. Most vendors are available around the clock, seven days a week to supply parts in the event of an emergency. Maintenance staff can order parts directly through the Purchasing Clerk. Operations and equipment manuals are stored in the lunchroom and at various locations within the Facilities Office.

4.7.2 Pressure System

Pressure system equipment is stored at the Boyd Service Center. Asset inventory information, such as for the pump stations, is stored in NexGen. The City does not maintain spare pumps but utilizes pump redundancy. The redundant pumps at each station provide sufficient capacity if a pump or motor needs to be repaired.

5 Design and Performance Provisions

This section includes design and construction standards and specifications for the installation of new sewer systems and for the rehabilitation and repair of existing systems. The City's Engineering Design and Construction Standards were last updated in 2020. The document includes Standard Plans for Streets and Utilities and Standard Specifications.

5.1 Regulatory Requirements

The SSMP must include the following items as appropriate and applicable to the City's system:

- Updated design and construction standards and specifications for the construction, installation, repair, and rehabilitation of existing and proposed system infrastructure components, including but not limited to pipelines, pump stations, and other system appurtenances. If existing design criteria and construction standards are deficient to address the necessary component-specific hydraulic capacity as specified in Section 8 (System Evaluation, Capacity Assurance and Capital Improvements), the procedures must include component-specific evaluation of the design criteria.
- Procedures and standards for inspection and testing of newly constructed, newly installed, repaired, and rehabilitated system pipelines, pumps, and other equipment and appurtenances.

5.2 Updated Design and Construction Standards and Specifications

The City's Sanitary Sewer Design Standards (Standards) require sewer design in accordance with all City regulations, including the Wastewater Master Plan (and supplements thereto), the Standards Specifications, and Design Standards. The City requires the design of the sanitary sewer system to be sized to provide wastewater capacity that adequately conveys all reasonably anticipated wastewater that could be generated by a development project and the surrounding areas identified. The Standards are applicable to new sewer systems, pump stations and other appurtenances, and for the rehabilitation and repair of existing sewer systems. Sewer system design within development areas must be an appropriate size and capacity to adequately convey all domestic and industrial waste that can be reasonably predicted under conditions of eventual build-out.

The City's Design & Construction Standards were updated on February 18, 2020, to provide minimum standards for the design, construction, maintenance, repair, and alteration of all public facilities and specified private improvements. A copy of the City's Design & Construction Standards is provided in **Appendix G**. The Design & Construction Standards consists of two separate documents labeled as "Design Standards" and "Standard Plans".

In December 2012, a Wastewater Master Plan (2012 WWMP) was prepared for the City to project future wastewater flow and mass loading conditions from available land use data and summarize hydraulic and process infrastructure capacity requirements. The City is currently working on updating the 2012 WWMP. A copy of the 2012 WWMP is provided in **Appendix H**.

5.2.1 Design Flow Calculations

Estimated average wastewater flows for residential dwelling units and other land use types are listed in the 2012 WWMP. The design flow is determined by multiplying the average minimum design flow by a peaking factor for the land use types shown in the 2012 WWMP. In addition, the design flow includes I&I.

5.2.2 Gravity System Design

The Standards have requirements for vertical alignment, horizontal alignment, slope, and pipe specifications that must be implemented for sewer system construction. Upper laterals are the portions of sewage system between the sewer clean-out and building maintained by property owners. Lower lateral are the City maintained laterals from the sidewalk clean-out to the main. The City-maintained lower lateral may lie in a street right-of-way or dedicated easement. The Standards address sewer lateral requirements. Minimum standards for manholes are included in the Standards.

5.2.3 Pressure System Design

Special design of sewer force mains or other unusual features or structures require individual approval by the City Engineer. All proposed sewage pump systems, including residential systems, must be submitted to the City Engineer for determination of circumstances necessitating pump usage and design. Fifty-percent standby capacity is required and a minimum of two pumps. Standby power is also required.

5.2.4 Standard Plans

The City's Standard Plans for sewer system construction activities includes the following:

- Standard Plan No. 200 – Sanitary Sewer Manhole
- Standard Plan No. 201 – Sewer Lateral New Development
- Standard Plan No. 202 – Sewer Lateral
- Standard Plan No. 203 – Sand/Oil Interceptor
- Standard Plan No. 204 – Drop Manhole
- Standard Plan No. 205 – Sewer Lateral Repair
- Standard Plan No. 501 – Trenching & Resurfacing
- Standard Plan No. 502 – Subdivision Trenching and Backfill
- Standard Plan No. 503 – Dry Utility Crossings and Locations
- Standard Plan No. 504 – Storm, Sewer & Water Locations

The City updates the Standards as necessary to reflect the latest development in the engineering and construction industry, and the changes in regulatory requirement and construction law.

5.3 Procedures and Standards for Inspection and Testing

The City currently requires inspection and testing before a project can be accepted. Inspection may be conducted by the Development and Engineering Services, Public Works Department, or consulting engineers. Inspection of sewer infrastructure construction projects are incorporated into the City's construction standards and specifications. Inspection and testing requirements for work that is put out to bid includes inspection and testing requirements in the specific project contract documents.

5.3.1 Inspection

CCTV inspections, which can identify grade variations or other construction defects, are required before sewer system projects can be accepted by the City. Testing may also be required in addition to the CCTV inspections.

5.3.2 Testing

Acceptance testing may include the following:

- Low-pressure air test or water test to identify leakage
- Mandrel test to identify deflection in flexible pipe
- Water or vacuum test of manholes to identify leakage

The City must comply with California Public Contracting Code, therefore, in house maintenance work and construction is limited to a specified dollar amount. Projects estimated to be over that limit must be publicly advertised for bid and performed by an appropriately licensed contractor.

6 Spill Emergency Response Plan

This section provides a description of the spill emergency response procedures that are used by the City to prevent and respond to SSOs. The section addresses the SSO notification procedures to primary responders and regulatory agencies, the City's SSO Response Program, notification procedures to Impacted Entities, Training and Awareness, Public Safety, and SSO Prevention and Containment Measures.

6.1 Regulatory Requirements

The SSMP must include an up-to-date Spill Emergency Response Plan to ensure prompt detection and response to spills, to reduce spill volumes and collect information for prevention of future spills. The Spill Emergency Response Plan must include procedures to:

- Notify primary responders, appropriate local officials, and appropriate regulatory agencies of a spill in a timely manner (within the time frames specified in Order 2022-0103-DWQ and other applicable regulatory requirements);
- Notify other potentially affected entities (e.g., health agencies, water suppliers, etc.) of spills that potentially affect public health or reach waters of the State;
- Comply with the notification, monitoring and reporting requirements of this General Order, State law and regulations, and applicable Regional Water Board Orders;
- Ensure that appropriate staff and contractors implement the Spill Emergency Response Plan and are appropriately trained;
- Address emergency system operations, traffic control and other necessary response activities;
- Contain a spill and prevent discharge to waters of the State or any drainage conveyance system;
- Minimize and remediate public health impacts and adverse impacts on beneficial uses of waters of the State;
- Remove sewage from the drainage conveyance system;
- Clean the spill area and drainage conveyance system in a manner that does not inadvertently impact beneficial uses in the receiving waters;
- Implement technologies, practices, equipment, and interagency coordination to expedite spill containment and recovery;
- Implement pre-planned coordination and collaboration with storm drain agencies and other utility agencies/departments prior, during, and after a spill event;
- Conduct post-spill assessments of spill response activities;
- Document and report spill events as required in the new General Order; and
- Annually, review and assess effectiveness of the Spill Response Plan, and update the Plan as needed.

6.2 Stand-Alone Document

The Spill Emergency Response Plan (ERP) was prepared as a stand-alone document. A copy of the current Spill ERP is provided in **Appendix I**.

7 Sewer Pipe Blockage Control Program

This section provides a description of the sewer pipe blockage control program for the City. The section also addresses the applicability of the sewer pipe blockage control program to the City, a plan for public outreach, FOG disposal, legal authority, grease removal device requirements, authority to inspect grease producing facilities, a plan to identify sewer system sections subject to FOG blockages, and a plan to develop source control measures for all sources of sewer blockage in the sanitary sewer system.

7.1 Regulatory Requirements

The SSMP must include procedures for the evaluation of the City's service area to determine whether a sewer pipe blockage control program is needed to control FOG, rags, and debris. If the City determines that a program is not needed, the City shall provide justification in its plan for why a program is not needed. The sewer pipe blockage control program must include:

- An implementation plan and schedule for a public education and outreach program that promotes proper disposal of pipe-blocking substances;
- A plan and schedule for the disposal of pipe-blocking substances generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of substances generated within a sanitary sewer system service area;
- The legal authority to prohibit discharges to the system and identify measures to prevent spills and blockages;
- Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, best management practices (BMP) requirements, recordkeeping and reporting requirements;
- Authority to inspect grease producing facilities, enforcement authorities, and whether the City has sufficient staff to inspect and enforce the FOG ordinance;
- An identification of sanitary sewer system sections subject to FOG blockages and establishment of a cleaning schedule for each section; and
- Implementation of source control measures for all sources of FOG reaching the sanitary sewer system for each section identified above.

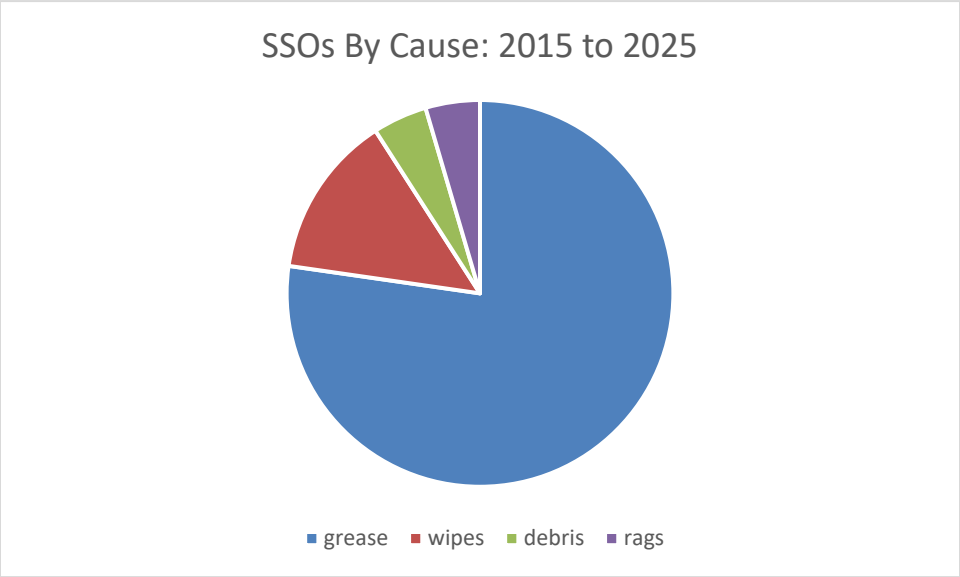
7.2 Public Education and Outreach Program

Historical records for the City from the online SSO database show that the City had 22 SSOs during the last 10 years and 17 of those were caused by FOG. All other SSOs in the past 10 years were caused by wipes, debris, and rags (figure 7.1). The City has not experienced any major issue with root intrusion in the sewer collection system.

The City has developed a training form for BMP for Fats, Oils, and Grease Control for both residential and FSE users. The training form states that all FSEs need to implement the BMPs in accordance with the requirements and guidelines established by the City under its FOG control program to minimize the discharge of FOG to the sewer system. The City has distributed the FOG BMPs pamphlet to inform their customers about the issue with FOG and steps on how to prevent FOG in the sewer system. The FSE FOG training form pamphlet, and the Grease Removal Device (GRD) Cleaning and Maintenance Log are provided in **Appendix J**. The City's website has additional information for FSE and residential users on proper sewer maintenance. Outreach "swag bags" are distributed at least once per year during events such as Earth Day. Additionally, Environmental Compliance staff conducts training to 5th grade students

on water conservation and how to keep storm and sewer pollution prevention.

Figure 7.1 -- SSOs By Cause: 2015 to 2025



7.3 Plan and Schedule for the Disposal of Pipe-Blocking Substances

A regional service provider has been established to provide local businesses and residents with FOG disposal information. The residents and businesses that can adequately dispose of FOG may include rendering services (brown grease) and clean grease (yellow grease/fryer grease) disposal facilities. Information for FOG and grease traps/interceptors are available to the public online and provided in **Appendix J**.

- Disposal of FOG within the San Joaquin County
  - San Joaquin County's Permanent Household Hazardous Waste Consolidation Facility
    - https://www.sjgov.org/department/pwk/solid-waste/san-joaquin-county-solid-waste-facilities/san-joaquin-county-household-hazardous-waste-facility
- Food Services Establishments FOG Resources
  - https://www.cityoftracy.org/our-city/departments/utilities/environmental-compliance/food-service-establishments
- Residents FOG Resources
  - https://www.cityoftracy.org/our-city/departments/utilities/environmental-compliance/residents
- San Joaquin County list of liquid waste haulers
  - https://www.sjgov.org/docs/default-source/environmental-health-documents/liquid-waste/disposal-sites-for-septic-tank.pdf?sfvrsn=637e8bed_3

7.4 Legal Authority to Prohibit Discharges

The City of Tracy Municipal Code – Title 5 Sanitation and Health provides the legal authority to prohibit FOG discharges into the City's sewer system (City Code §5.26.040). As a part of the permitting process, a determination is made regarding the requirement for grease traps and cleaning schedules for each facility.

Design standards are in place for waste interceptors (Design Standard Plan No. 203). The City also has adopted the Uniform Plumbing Code requirements. The current version is automatically adopted by resolution.

7.5 Grease Removal Devices

Facilities are required to install removal devices to reduce FOG in the waste stream in accordance with the FOG discharge requirements of the City of Tracy Municipal Code – Title 5 – Sanitation and Health. The FOG program has developed standards for BMPs, maintenance, and record keeping requirements. BMPs are under Chapter 5.26.080; maintenance and record keeping requirements are under Chapter 5.26.090 and 5.26.160.

7.6 Authority to Inspect

The City of Tracy Municipal Code – Title 5 – Sanitation and Health prohibits FOG from being discharged into the wastewater collection system. The ordinance also establishes City enforcement authority and has provisions for the City to enter and inspect grease control facilities (§5.26.150).

7.7 Identification of System Sections Prone to FOG Blockages

Over the past several years, the City has identified specific sections, or hot spots, of the sewer system that are subject to blockages caused by FOG. Assessment of system sections prone to FOG blockages are shown to be primarily residential. Residential outreach efforts to be increased by Environmental Compliance staff.

7.8 Source Control Measures

Source control measures which have been initiated by the City include the development of BMPs for FOG control and a guidance manual for FSEs and general tips for homeowners regarding FOG. Environmental Compliance Technicians are in the process of delivering FOG binders to all FSEs in preparation for implementing annual FOG inspections of FSEs.

8 System Evaluation, Capacity Assurance and Capital Improvements

This section evaluates the City's sanitary sewer system and provides a description of recently completed capital improvement projects. A plan for the development of future capacity enhancement measures is also provided.

8.1 Regulatory Requirements

The SSMP must include procedures and activities for:

- Routine evaluation and assessment of system conditions;
- Capacity assessment and design criteria;
- Identification of risk and prioritization of corrective actions; and
- A capital improvement plan.

More detailed requirements for each of these procedures and activities listed above are included in each section below.

8.2 System Evaluation and Condition Assessment

The 2012 WWMP was prepared to evaluate the City's existing sewer collection system and wastewater treatment facilities and provide recommendations to serve potential customers. In addition, the City General Plan prepared on February 1, 2011 (2011 General Plan) provides a vision for the future and establishes a framework for how the City should grow and change over the next two decades. The 2011 General Plan is a principal policy and planning document for guiding future conservation, enhancement, and development in the City. Planning information in the 2011 General Plan was used to develop the 2012 WWMP.

The City is currently in the process of updating the sewer hydraulic model to access the performance of the collection system and identify hydraulic deficiencies. The City also conducts a hydraulic analysis of the sewer system to evaluate if sufficient capacity is available prior to approving new developments.

8.3 Capacity Assessment and Design Criteria

Capacity assessment and design criteria of the City's sanitary sewer system can be found in the 2012 WWMP provided in **Appendix H**. Wastewater flows were projected using updated wastewater generation factors and the most current land use planning data available [5]. Assumptions used in developing future mass loadings within the future service areas are discussed further in the 2012 WWMP and are anticipated to be updated in the upcoming Master Plan.

8.4 Prioritization of Corrective Action

In 2019, a WWTP Facility Plan was prepared for the City to evaluate existing and future treatment facilities discussed in the 2012 WWMP. The WWTP Facility Plan was not formally adopted by City Council but is used as a guidance tool. The recommended wastewater treatment facilities were designed based on the future wastewater flows and characteristics. A phasing plan was created to phase the improvements based on the capacity of the WWTP. Refer to **Appendix K** for the 2019 WWTP Facility Plan.

The City has made several improvements to the existing sewer system over the last decade. A wastewater system analysis for the Corral Hollow Road and Lammers Road sewer systems was prepared in January 2018 (Corral Hollow & Lammers Analysis). This capacity analysis discussed the recent improvements to the Corral Hollow Sewer System which consists of a parallel sewer line along Corral Hollow Road from I-205 to Fieldview Drive (Phase 1 of the Corral Hollow Sewer System upgrade) which differ from the recommended improvements in the 2012 WWMP. The project is 40% completed and expected to be 100% completed by March 2026. The City has completed the installation of a new gravity sewer line between Parkside Drive and Tracy Hills also known as Phase 3 of the Corral Hollow Sewer System upgrade. Near-term and long-term capital improvement projects for the sewer collection system are provided in the 2012 WWMP and the Corral Hollow & Lammers Analysis Technical Memorandum. Refer to **Appendix L** for the wastewater analyses for the Corral Hollow Road & Lammers Road sewer systems.

8.5 Capital Improvement Plan

The City's approach is to prioritize, plan, and implement projects for any identified capacity enhancement needs based on capacity, condition, and risk assessment. The improvement categories for the capital improvement process are as follows:

- **Capacity Improvements:** The capacity analysis evaluates the impact of sewer flows on the City's sewer system. The hydraulic evaluation determines where capacity problems exist or will develop in the future to help develop a CIP to construct the needed facilities. If the system has insufficient capacity to accommodate the flows from the capacity analysis, improvements will be recommended to upsize the system to accommodate the sewer flows. Once the improvements are determined, an optimization analysis will be performed to determine cost-effective improvements to upsize the system to accommodate the additional flows.

- **Rehabilitation Improvements**: The capacity modeling identifies potential problem areas that are prioritized within the CIP. CIP projects are primarily identified and implemented based on capacity assessments or the need for rehabilitation or repair. The hydraulic modeling is used to confirm that sewers are designed to handle all the flows, including rainfall dependent I&I. Condition assessments drive the need for rehabilitation and repair projects. Structural and hydraulic problems can be closely related, and one project may address multiple needs.

- **Operational Improvements**: In addition to capacity enhancement improvements, the hydraulic analysis will identify any operational improvements within the sewer system. The costs for these operational improvements will also be considered as part of the CIP. Operational improvements include updating the City's SCADA, adding new controls on existing facilities, and changing the pump station operations.

- **Funding:** A key step to the successful implementation of capital improvement projects is to identify financing mechanisms and rate structures that fund the CIP. The City has a 5-year CIP for wastewater improvements incorporated into the annual budget. Wastewater improvement projects are listed in the annual budget, including information such as project number, title, estimated cost, identified funding sources, prior year expenditures, and appropriations.

The City's Adopted Operating and Capital Budget for fiscal year (FY) 2024-2025 goes over wastewater infrastructures and treatment facilities capital improvement projects from FY 2024/2025 to FY 2026/2027. The 2024-2025 Operating Budget includes over $12.6M for CIP projects such as upgrades, extensions, and replacements to wastewater treatment lines and equipment, and an updated WWMP. Refer to **Appendix M** for the 2024-2025 Operating and Capital Budget. Additional wastewater CIP projects are provided in the 2012 WWMP and the 2019 WWTP Facility Plan.

9 Monitoring, Measurement, and Program Modifications

This section of the SSMP addresses recordkeeping requirements, monitoring, and measurement of program effectiveness, preventive maintenance performance, SSMP updates based on performance, and identification of SSO trends. Techniques that are critical to effective sewer system management include data management, establishing annual performance goals (e.g., sewer system inspection, cleaning, maintenance, and rehabilitation), and trend tracking.

9.1 Regulatory Requirements

The SSMP must include an adaptive management section that addresses Plan implementation effectiveness and the steps for necessary Plan improvement, including:

- Maintaining relevant information, including audit findings, to establish and prioritize appropriate SSMP activities;
- Monitoring implementation and measuring the effectiveness of each SSMP Element;
- Assessing the success of preventive operation and maintenance activities;
- Updating SSMP procedures and activities based on results of monitoring and performance evaluations; and
- Identifying and illustrating spill trends, including spill frequency, locations, and estimated volumes.

9.2 Maintain Records

The City is currently in the process of selecting a CMMS software which is expected to be completed by December 1, 2025. The CMMS program will be used to maintain system information. The City has implemented a GIS mapping system that provides the public with direct access to the City's assets and demographic information along with the ability to analyze that data.

9.3 Monitor and Measure Program Effectiveness

The City is moving toward establishing a program to monitor implementation of the SSMP and will measure the effectiveness of the SSMP through improved performance, which should be completed upon implementation of the new CMMS program. By monitoring and reviewing the SSMP, the City would expect to see benefits such as:

- Reduced incidence of unauthorized discharges due to dry and wet weather events
- Enhanced customer service response and relations
- Optimization of existing resources to meet growing demands and expectations
- Financial stability through better anticipation of capital and O&M requirements

Assessing the success of the SSMP program will require a review of information. The City wastewater staff will conduct reviews to establish benchmarks for performance of the SSMP as follows:

- The City will have the ability to evaluate data to look at seasonal conditions, such as wet weather and dry weather comparisons.

- The City will maintain and track information on system operation by keeping the CMMS up to date.
- The City will review several factors including the number of SSOs, locations of SSOs, cause of SSOs, frequency of customer complaints, and many other factors.
- The City will have real-time access to maintenance activity data and the ability to compare it to past years.

Information will be compared to data collected in prior years to assess performance and identify system priorities and measures that can be implemented or modified to improve and achieve goals.

9.4 Assess Preventive Maintenance Activities

The success of preventive operation and maintenance activities will be assessed based on staff input, SSO trends, and other performance measure targets.

9.5 Update SSMP Based on Performance

The City will conduct the SSMP program audit as required every three years and identify areas that may require improvement or updating. Data will be reviewed during the audit process and a progress report will be prepared. The internal audit will document effectiveness of the SSMP, potential modifications that should be made for program improvement, and/or a summary of program activities. Updates to program elements, as appropriate, will be made during the auditing process.

9.6 SSO Trends

Historical SSOs will be reviewed to assist the City with determining if adjustments to the operation and maintenance program and CIP are necessary. The SSO trends from the last two audit periods (2019 to 2024) are shown in **Figures 9-1 and 9-2**.

Figure 9-1 – SSOs Per Year Chart

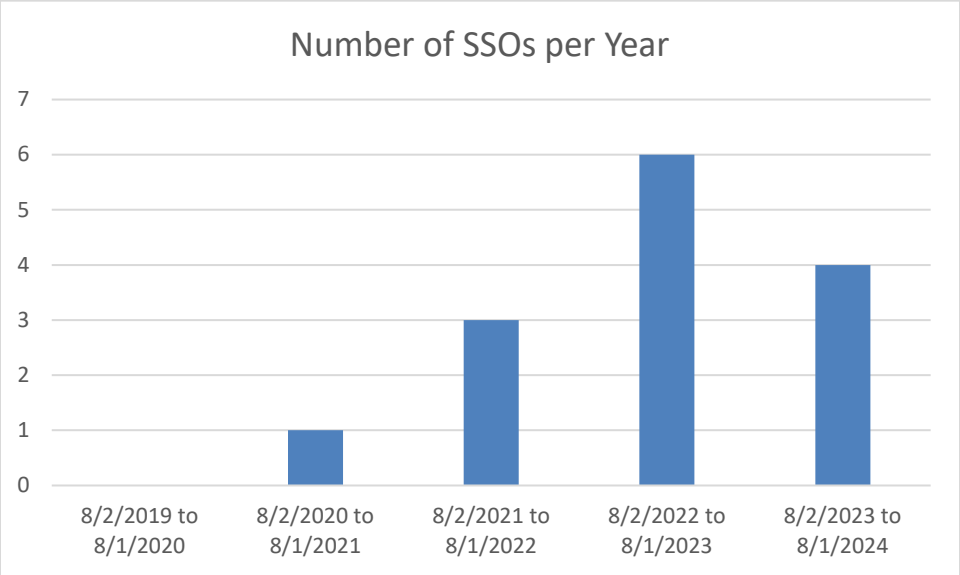
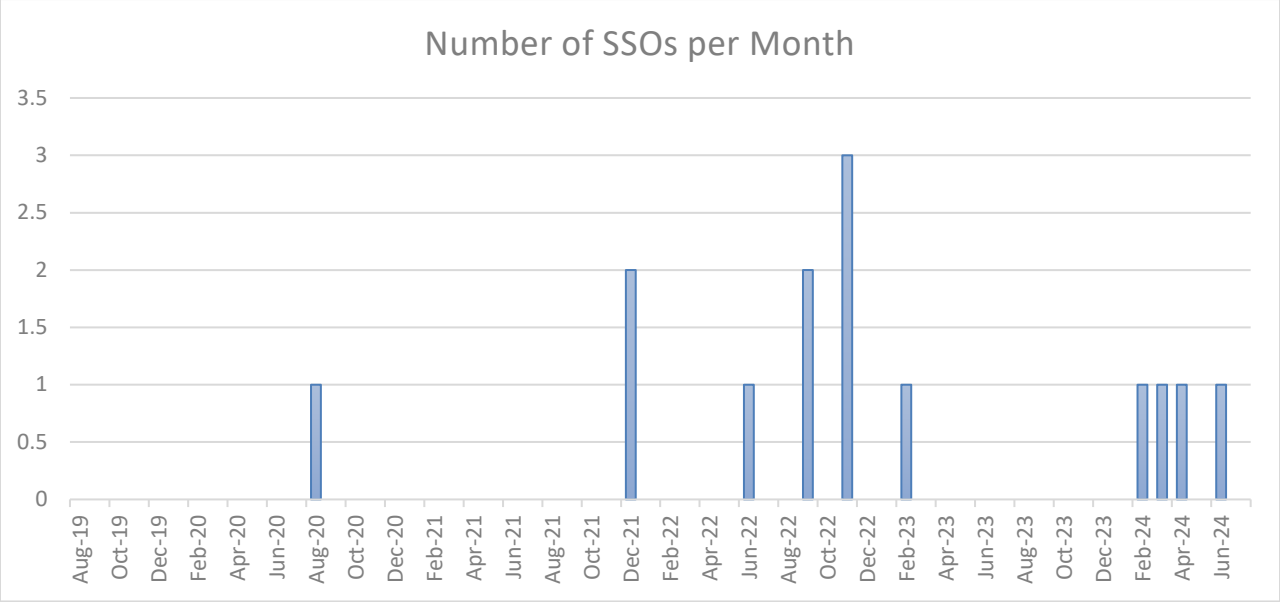


Figure 9-2 – SSOs Per Month Chart



10 Internal Audits

This section provides a description of the process the City will use to perform periodic audits of the key elements of the SSMP. The audits will occur every three years and a report will be prepared and kept on file that describes the findings of the most recent audit. The audit will focus on evaluating the effectiveness of the SSMP and the City's compliance with the SSMP requirements. Any deficiencies discovered because of the audit will be identified and steps will be taken to correct any identified problem areas related to SSO reduction objectives.

10.1 Regulatory Requirements

The SSMP shall include internal audit procedures, appropriate to the size and performance of the system, for the City to comply with Order 2022-0103-DWQ.

10.2 SSMP Audits Overview

As part of the SSMP, the City is required to conduct internal audits every three years, based on the schedule requirements contained in Order No. 2006-003-DWQ and the transition to the updated schedule requirements in Order 2022-0103-DWQ. The audit will evaluate how well the program accomplished the programed goals established, and whether the program, as implemented, is effective overall. Proper management, operational, and maintenance program implementation required the utility to assess performance on a regular basis. The purpose of the audit is to determine whether the programs are achieving established goals and to determine if the program is being implemented efficiently and cost effectively.

- The audit will evaluate the effectiveness of the SSMP and compliance with the requirements.
- Identification of deficiencies and corrective actions must be a result of the audit.
- Demonstrated items should include achievement (e.g., meeting or exceeding performance goals) and budget allocations either from the SSMP implementation date or the most recent audit.
- Corrective actions listed should include any ongoing corrective actions.
- If a corrective action was implemented, it should be noted in the audit.

If deficiencies or modifications are identified as part of the audit, the SSMP will be updated accordingly, or Project Data Sheets will be created to document and track progress on recommended program improvements.

Audit Requirements include:

- Conduct a periodic internal audit at least every three years.
- Evaluate each SSMP element
- Demonstrate effectiveness of the SSMP and compliance with the General WDR
- Prepare an audit report and keep in file

10.3 Audit Schedule

The next audit is due on August 2, 2027, as shown in **Table 1-1.**

11 Communication Program

This section describes how the City communicates on a regular basis with stakeholders on the development, implementation, and performance of its SSMP. The stakeholders include the City Council, the ratepayers, regulatory agencies, or other local agencies that may have an interest in the SSMP development and implementation.

11.1 Regulatory Requirements

The SSMP must include procedures for the City to communicate with:

- The public for:
  - Spills and discharges resulting in closures of public areas, or that enter a source of drinking water, and
  - The development, implementation, and update of its Plan, including opportunities for public input to Plan implementation and updates.
- Owners/operators of systems that connect into the City's system, including satellite systems, for:
  - System operation, maintenance, and capital improvement-related activities.

11.2 Communication and Public Outreach

The City maintains a web site (https://www.cityoftracy.org) to inform the public of City activities. General and other important information is available to the public. Tips on acceptable use of garbage disposals and contact information for reporting sewer issues are provided. Other communication tools include utility bill inserts, and articles in the City's Citizen Newsletter.

The City is committed to communicating on a regular basis with interested parties on the implementation and performance of the SSMP. The communication program allows interested parties to provide input as the program is developed and implemented.

- The City will comply with this requirement by providing information on the website and at the administrative office.
- The City Council meets the first and third Tuesday of each month and meetings are open to the public.
- City staff contact information is available to the public and staff may be contacted conveniently by phone or via email.
- Current SSMP information will be available to the public on an ongoing basis as the program is developed and implemented.

Table 11-1 provides a list of some specific communications tactics that the City will implement to communicate on a regular basis with interested parties on the implementation and performance of the SSMP.

Table 11-1 – SSMP Communications Tactics

Stakeholder	Area of Interest	Tactic	Who	Timeline
City Council	Environmental stewardship	Board information updates	Management	Annually
	Rates and fees	Briefings with City Council	Management	Annually
	Performance targets	Briefings to the Board and reports	Operations Staff	Semi-annually
	Policies	Program Web site	Communications Staff	Semi-annually
	Ordinances	SSO Reduction Progress	Regulatory Staff	Semi-annually
Ratepayers	SSOs	Program Web Site	Communications Staff	Semi-annually
	Feedback to SSMP development process		Regulatory Staff	
	Service levels and targets			
	Rates and fees			
<u>Other Agencies</u>				
Regional Board or State Board	Number and Volume of SSOs	CIWQS Reports	Staff/Management	Continuous
Other Central Valley Wastewater Agencies	Causes of SSOs	CIWQS Reports	Staff/Management	Continuous
	Sharing Resources	Support during large storm events	Operations and Maintenance Staff	Wet Weather Seasons

11.3 Communication with Tributary Wastewater Systems

At this time, the City has no tributary or satellite connections to the wastewater collection system. A plan of communication will be developed and implemented should such connections occur in the future.

12 References

[1] City of Tracy Sewer System Management Plan, prepared by CH2M Hill, Inc., updated September 2010.

[2] City of Tracy General Plan, prepared by Design, Community & Environment, February 1, 2011.

[3] City of Tracy WWTP 2019 Facilities Plan, prepared by CH2M, September 2019.

[4] 2020 Urban Water Management Plan for the City of Tracy, prepared by eki environment & water, June 2021.

[5] Tracy Wastewater Master Plan, prepared by CH2M Hill, December 2012.

[6] City of Tracy Wastewater System Analysis for Corral Hollow Road & Lammers Road, prepared by CH2M Hill, updated January 2018.

ATTACHMENT A

CITY OF TRACY SSMP CHANGE LOG

The City's SSMP was last certified in August 2025. The following table summarizes the changes to the SSMP since its last certification.

SSMP ELEMENT	DESCRIPTION OF CHANGE	CHANGE AUTHORIZED BY	DATE

STATE WATER RESOURCES CONTROL BOARD
1001 I Street, Sacramento, California 95814
ORDER WQ 2022-0103-DWQ

STATEWIDE WASTE DISCHARGE REQUIREMENTS

GENERAL ORDER FOR SANITARY SEWER SYSTEMS

This Order was adopted by the State Water Resources Control Board on December 6, 2022.
This Order shall become effective **180 days after the Adoption Date of this General Order,** on June 5, 2023. The Enrollee shall comply with the requirements of this Order upon the Effective Date of this General Order.

This General Order does not convey any property rights of any sort or any exclusive privileges. The requirements prescribed herein do not authorize the commission of any act causing injury to persons or property, protect the Enrollee from liability under federal, state, or local laws, nor create a vested right for the Enrollee to continue the discharge of waste.

CERTIFICATION

I, Jeanine Townsend, Clerk to the Board, do hereby certify that this Order with all attachments is a full, true, and correct copy of the Order adopted by the State Water Board on December 6, 2022.

AYE:	Chair E. Joaquin Esquivel Vice Chair Dorene D'Adamo Board Member Sean Maguire Board Member Laurel Firestone Board Member Nichole Morgan
NAY:	None
ABSENT:	None
ABSTAIN:	None

Courtney Tyler for
Jeanine Townsend
Clerk to the Board

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1. INTRODUCTION

This General Order regulates sanitary sewer systems designed to convey sewage. For the purpose of this Order, a sanitary sewer system includes, but is not limited to, pipes, valves, pump stations, manholes, siphons, wet wells, diversion structures and/or other pertinent infrastructure, upstream of a wastewater treatment plant headworks. A sanitary sewer system includes:

- Laterals owned and/or operated by the Enrollee;
- Satellite sewer systems; and/or
- Temporary conveyance and storage facilities, including but not limited to temporary piping, vaults, construction trenches, wet wells, impoundments, tanks and diversion structures.

Sewage is untreated or partially treated domestic, municipal, commercial and/or industrial waste (including sewage sludge), and any mixture of these wastes with inflow or infiltration of stormwater or groundwater, conveyed in a sanitary sewer system. Sewage contains high levels of suspended solids, non-digested organic waste, pathogenic bacteria, viruses, toxic pollutants, nutrients, oxygen-demanding organic compounds, oils, grease, pharmaceuticals, and other harmful pollutants.

For the purpose of this General Order, a spill is a discharge of sewage from any portion of a sanitary sewer system due to a sanitary sewer system overflow, operational failure, and/or infrastructure failure. Sewage and its associated wastewater spilled from a sanitary sewer system may threaten public health, beneficial uses of waters of the State, and the environment.

This General Order serves as statewide waste discharge requirements and supersedes the previous State Water Resources Control Board (State Water Board) Order 2006-0003-DWQ and amendments thereafter. All sections and attachments of this General Order are enforceable by the State Water Board and Regional Water Quality Control Boards (Regional Water Boards). Through this General Order, the State Water Board requires an Enrollee to:

- Comply with federal and state prohibitions of discharge of sewage to waters of the State, including federal waters of the United States;
- Comply with specifications, and notification, monitoring, reporting and recordkeeping requirements in this General Order that implement the federal Clean Water Act, the California Water Code (Water Code), water quality control plans (including Regional Water Board Basin Plans) and policies;
- Proactively operate and maintain resilient sanitary sewer systems to prevent spills;
- Eliminate discharges of sewage to waters of the State through effective implementation of a Sewer System Management Plan;
- Monitor, track, and analyze spills for ongoing system-specific performance improvements; and
- Report noncompliance with this General Order per reporting requirements.

An Enrollee is a public, private, or other non-governmental entity that has obtained approval for regulatory coverage under this General Order, including:

- A state agency, municipality, special district, or other public entity that owns and/or operates one or more sanitary sewer systems:
  - greater than one (1) mile in length (each individual sanitary sewer system);
  - one (1) mile or less in length where the State Water Board or a Regional Water Board requires regulatory coverage under this Order; or
- A federal agency, private company, or other non-governmental entity that owns and/or operates a sanitary sewer system of any size where the State Water Board or a Regional Water Board requires regulatory coverage under this Order in response to a history of spills, proximity to surface water, or other factors supporting regulatory coverage.

For the purpose of this Order, a sanitary sewer system includes only systems owned and/or operated by the Enrollee.

2. REGULATORY COVERAGE AND APPLICATION REQUIREMENTS

2.1. Requirements for Continuation of Existing Regulatory Coverage

To continue regulatory coverage from previous Order 2006-0003-DWQ under this General Order, **within the 60-days-prior-to the Effective Date of this General Order**, the Legally Responsible Official of an existing Enrollee shall electronically certify the Continuation of Existing Regulatory Coverage form in the online California Integrated Water Quality System (CIWQS) Sanitary Sewer System Database. The Legally Responsible Official will receive an automated CIWQS-issued Notice of Applicability email, confirming continuation of regulatory coverage under this General Order. All regulatory coverage under previous Order 2006-0003-DWQ will cease on the Effective Date of this Order.

An Enrollee continuing existing regulatory coverage is not required to submit a new application package or pay an application fee for enrollment under this General Order. The annual fee due date for continued regulatory coverage from previous Order 2006-0003-DWQ to this General Order remains unchanged.

A previous Enrollee of Order 2006-0003-DWQ that fails to certify the Continuation of Existing Regulatory Coverage form in the online CIWQS database by the Effective Date of this Order is considered a New Applicant, and will not have regulatory coverage for its sanitary sewer system(s) until:

- A new application package for system(s) enrollment is submitted per section 2.2 (Requirements for New Regulatory Coverage) below; and
- The new application package is approved per section 2.2.2 (Approval of Application Package (For New Applicants Only)).

2.2. Requirements for New Regulatory Coverage

No later than 60 days prior to commencing and/or assuming operation and maintenance responsibilities of a sanitary sewer system, a duly authorized representative that

maintains legal authority over the public or private sanitary sewer system is required to enroll under this General Order by submitting a complete application package as specified below and as provided in Attachment B (Application for Enrollment Form) of this General Order.

Unless required by a Regional Water Board, a public agency that owns a combined sewer system subject to the Combined Sewer Overflow Control Policy (33 U.S. Code § 1342(q)), is not required to enroll, under this Order, the portions of its sanitary sewer system(s) that collects combined sanitary wastewater and stormwater.

2.2.1. Application Package Requirements

The Application for Enrollment package for new applicants must include the following items:

- **Application for Enrollment Form**. The form in Attachment B of this General Order must be completed, signed, and certified by a Legally Responsible Official, in accordance with section 5.1 (Designation of a Legally Responsible Official) of this General Order. If an electronic Application for Enrollment form is available at the time of application, a new applicant shall submit its application form electronically; and
- **Application Fee**. A fee payable to the "State Water Resources Control Board" in accordance with the Fee Schedule in the California Code of Regulations, Title 23, section 2200, or subsequent fee regulations updates.

  The application fee for this General Order is based on the sanitary sewer system's threat to water quality and complexity designations of category 2C or 3C, which is assigned based on the population served by the system. The current Fee Schedule for sanitary sewer systems is listed under subdivision (a)(2) at the following website: Fee Schedule (https://www.waterboards.ca.gov/resources/fees/water_quality/).

2.2.2. Approval of Application Package (For New Applicants Only)

The Deputy Director of the State Water Board, Division of Water Quality (Deputy Director) will consider approval of each complete Application for Enrollment package. The Deputy Director will issue a Notice of Applicability letter which serves as approved regulatory coverage for the new Enrollee.

If the submitted application package is not complete in accordance with section 2.2.1 (Application Package Requirements) of this General Order, the Deputy Director will send a response letter to the applicant outlining the application deficiencies. The applicant will have 60 days from the date of the response letter to correct the application deficiencies and submit the identified items necessary to complete the application package to the State Water Board.

2.2.3. Electronic Reporting Account for New Enrollee

Within 30 days after the date of the Approval of Complete Application Package for System Enrollment, a duly authorized representative for the Enrollee shall obtain a CIWQS Sanitary Sewer System Database user account by clicking the "User Registration" button and following the directions on the CIWQS Login Page

(https://ciwqs.waterboards.ca.gov). If additional assistance is needed to establish an online CIWQS user account, contact State Water Board staff by email at CIWQS@waterboards.ca.gov. The online user account will provide the Enrollee secure access to the online CIWQS database for electronic reporting.

2.3. Regulatory Coverage Transfer

Regulatory coverage under this General Order is not transferable to any person or party except after an existing Enrollee submits a written request for a regulatory coverage transfer to the Deputy Director, at least 60 days in advance of any proposed system ownership transfer. The written request must include a written agreement between the existing Enrollee and the new Enrollee containing:

- Acknowledgement that the transfer of ownership is solely of an existing system with an existing waste discharge identification (WDID) number;
- The specific ownership transfer date in which the responsibility and regulatory coverage transfer between the existing Enrollee and the new Enrollee becomes effective; and
- Acknowledgement that the existing Enrollee is liable for violations occurring up to the ownership transfer date and that the new Enrollee is liable for violations occurring on and after the ownership transfer date.

The Deputy Director will consider approval of the written request. If approved, the Deputy Director will issue a Notice of Applicability letter which serves as an approved transfer of regulatory coverage to the new Enrollee.

3. FINDINGS

3.1. Legal Authorities

3.1.1. Federal and State Regulatory Authority

The objective of the Clean Water Act is to restore and maintain the chemical, physical, and biological integrity of the waters of the United States (33 U.S.C. 1251). The Water Code authorizes the State Water Board to implement the Clean Water Act in the State and to protect the quality of all waters of the State (Water Code sections 13000 and 13160).

3.1.2. Discharge of Sewage

A discharge of untreated or partially treated sewage is a discharge of waste as defined in Water Code section 13050(d) that could affect the quality of waters of the State and is subject to regulation by waste discharge requirements issued pursuant to Water Code section 13263 and Chapter 9, Division 3, Title 23 of the California Code of Regulations. A discharge of sewage may pollute and alter the quality of the waters of the State to a degree that unreasonably affects the beneficial uses of the receiving water body or facilities that serve those beneficial uses (Water Code section 13050(l)(1)).

3.1.3 Water Boards Authority to Require Technical Reports, Monitoring, and Reporting

Water Code sections 13267 and 13383 authorize the Regional Water Boards and the State Water Board to establish monitoring, inspection, entry, reporting, and recordkeeping requirements. Water Code section 13267(b), authorizes the Regional Water Boards to "require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste within its region… or is suspected of having discharged or discharging, or who proposes to discharge, waste outside of its region that could affect the quality of water within its region shall furnish, under penalty of perjury, technical or monitoring reports which the regional board requires…In requiring those reports, the regional board shall provide the person with a written explanation with regard to the need for the reports and shall identify the evidence that supports requiring that person to provide the reports." Water Code section 13267(f) authorizes the State Water Board to require this information if it consults with the Regional Water Boards and determines that it will not duplicate the efforts of the Regional Water Boards. The State Water Board has consulted with the Regional Water Boards and made this determination.

The technical and monitoring reports required by this General Order and Attachment E (Notification, Monitoring, Reporting and Recordkeeping Requirements) are necessary to evaluate and ensure compliance with this General Order. The effort to develop required technical reports will vary depending on the system size and complexity and the needs of the specific technical report. The burden and cost of these reports are reasonable and consistent with the interest of the state in protecting water quality, which is the primary purpose of requiring the reports.

Water Code section 13383(a) authorizes the Water Boards to "establish monitoring, inspection, entry, reporting, and recordkeeping requirements… for any person who discharges, or proposes to discharge, to navigable waters, any person who introduces pollutants into a publicly owned treatment works, any person who owns or operates, or proposes to own or operate, a publicly owned treatment works or other treatment works treating domestic sewage, or any person who uses or disposes, or proposes to use or dispose, of sewage sludge." Section 13383(b) continues, "the state board or the regional boards may require any person subject to this section to establish and maintain monitoring equipment or methods, including, where appropriate, biological monitoring methods, sample effluent as prescribed, and provide other information as may be reasonably required."

Reporting of spills from privately owned sewer laterals and systems pursuant to section 5.15 (Voluntary Reporting of Spills from Privately-Owned Sewer Laterals and/or Private Sanitary Sewer Systems) of this General Order is authorized by Water Code section 13225(c) and encouraged by the State Water Board, wherein a local agency may investigate and report on any technical factors involved in water quality control provided the burden including costs of such reports bears a reasonable relationship to the need for the report and the benefits to be obtained therefrom. The burden of reporting private spills under section 5.15 (Voluntary Reporting of Spills from Privately-Owned Sewer Laterals and/or Private Sanitary Sewer Systems) is minimal and is outweighed by the benefit of providing Regional Water Boards an opportunity to respond to these spills

when an Enrollee, which in many cases has a contractual relationship with the owner of the private system, has knowledge of the spills.

3.1.4. Water Board Authority to Prescribe General Waste Discharge Requirements

Water Code section 13263(i) provides that the State Water Board may prescribe general waste discharge requirements for a category of discharges if the State Water Board finds or determines that:

- The discharges are produced by the same or similar operations;
- The discharges involve the same or similar types of waste;
- The discharges require the same or similar treatment standards; and
- The discharges are more appropriately regulated under general waste discharge requirements than individual waste discharge requirements.

Since 2006, the State Water Board has been regulating over 1,100 publicly owned sanitary sewer systems (See section 3.1.5 (Previous Statewide General Waste Discharge Requirements) of this General Order). California also has a large unknown number of unregulated privately owned sanitary sewer systems. All waste conveyed in publicly owned and privately owned sanitary sewer systems (as defined in this General Order) is comprised of untreated or partially treated domestic waste and/or industrial waste. Generally, sanitary sewer systems are designed and operated to convey waste by gravity or under pressure; system-specific design elements and system-specific operations do not change the common nature of the waste, the common threat to public health, or the common impacts on water quality. Spills of waste from a sanitary sewer system prior to reaching the ultimate downstream treatment facility are unauthorized and enforceable by the State Water Board and/or a Regional Water Board. Therefore, spills from sanitary sewer systems are more appropriately regulated under general waste discharge requirements.

As specified in Water Code sections 13263(a) and 13241, the implementation of requirements set forth in this Order is for the reasonable protection of past, present, and probable future beneficial uses of water and the prevention of nuisance. The requirements implement the water quality control plans (Basin Plans) for each Regional Water Board and take into account the environmental characteristics of sewer service areas and hydrographic units within the state. Additionally, the State Water Board has considered water quality conditions that could reasonably be achieved through the coordinated control of all factors that affect water quality, costs associated with compliance with these requirements, the need for developing housing within California, and the need to protect sources of drinking water and other water supplies.

3.1.5. Previous Statewide General Waste Discharge Requirements

On May 2, 2006, the State Water Board adopted Order 2006-0003-DWQ serving as Waste Discharge Requirements pursuant to Article 4, Chapter 4, Division 7 of the Water Code (commencing with section 13260) for inadvertent discharges to waters of the State. Order 2006-0003-DWQ prohibited discharges of untreated or partially treated sewage. Order 2006-0003-DWQ also required system-specific management, operation, and maintenance of publicly owned sewer systems greater than one mile in length.

To decrease the impacts on human health and the environment caused by sewage spills, the previous Order required enrollees to develop a rehabilitation and replacement plan that identifies system deficiencies and prioritizes short-term and long-term rehabilitation actions. The previous Order also required enrollees to:

1. Maintain information that can be used to establish and prioritize appropriate Sewer System Management Plan activities; and
2. Implement a proactive approach to reduce spills.

The previous Order required Sewer System Management Plan elements for "the proper and efficient management, operation, and maintenance of sanitary sewer systems, while taking into consideration risk management."

On July 30, 2013, the State Water Board amended General Order 2006-0003-DWQ with Order WQ 2013-0058-EXEC, Amending Monitoring and Reporting Program for Statewide General Waste Discharge Requirements for Sanitary Sewer Systems.

Many enrollees of Order 2006-0003-DWQ have already implemented proactive measures to reduce sewage spills. Other enrollees, however, still need technical assistance and funding to improve sanitary sewer system operation and maintenance for the reduction of sewage spills.

3.1.6. Existing Memorandum of Agreement with California Water Environment Association

The California Water Environment Association is a nonprofit organization dedicated to providing water industry certifications, training, and networking opportunities. The Association's Technical Certification Program provides accredited sanitary sewer system operator certification for collection system operators and maintenance workers.

On February 10, 2016, the State Water Board entered into a collaborative agreement with the Association titled *Memorandum of Agreement Between the California State Water Resources Control Board and the California Water Environment Association - Training Regarding Requirements Set Forth in Statewide General Waste Discharge Requirements for Sanitary Sewer Systems*. The Memorandum sets forth collaborative training necessary for regulated sanitary sewer system personnel to operate and maintain a well operating system and ensure full compliance with statewide sewer system regulations.

On March 15, 2018, the State Water Board and the California Water Environment Association amended the existing Memorandum of Agreement to include collaborative outreach and expand training needs associated with further updates to Water Board regulations for sanitary sewer systems. The State Water Board encourages further Agreement updates as necessary to support improved sewer system operations and the professionalism of collection system operators.

3.2. General

3.2.1. Waters of the State

Waters of the State include any surface water or groundwater, including saline waters, within the boundaries of the state as defined in Water Code section 13050(e), and are inclusive of waters of the United States.

3.2.2. Sanitary Sewer System Spill Threats to Public Health and Beneficial Uses

Sewage contains high levels of suspended solids, pathogenic organisms, toxic pollutants, nutrients, oxygen-demanding organic compounds, oil and grease and other pollutants. Sewage spills may cause a public nuisance, particularly when sewage is discharged to areas with high public exposure such as streets and surface waters used for drinking, irrigation, fishing, recreation, or other public consumption or contact uses.

More specifically, sanitary sewer spills may:

- Adversely affect aquatic life and/or threaten water quality when reaching receiving waters;
- Inadvertently release trash, including plastics;
- Impair the recreational use and aesthetic enjoyment of surface waters by polluting surface water or groundwater;
- Threaten public health through direct public exposure to bacteria, viruses, intestinal parasites, and other microorganisms that can cause serious illness such as gastroenteritis, hepatitis, cryptosporidiosis, and giardiasis;
- Negatively impact ecological receptors and biota within surface waters; and
- Cause nuisance including odors, closure of beaches and recreational areas, and property damage.

Sanitary sewer system spills may pollute receiving waters and threaten beneficial uses of surface water and groundwater. Potentially threatened beneficial uses include, but are not limited to the following (with associated acronym representations as included in statewide water quality control plans and Regional Water Boards' Basin Plans):

- Municipal and Domestic Supply (MUN)
- Water Contact Recreation (REC-1) and Non-Contact Water Recreation (REC-2)
- Cold Freshwater Habitat (COLD)
- Warm Freshwater Habitat (WARM)
- Native American Culture (CUL)
- Wildlife Habitat (WILD)
- Rare, Threatened, or Endangered Species (RARE)
- Spawning, Reproduction, and/or Early Development (SPWN)
- Wetland Habitat (WET)
- Agricultural Supply (AGR)
- Estuarine Habitat (EST)

- Commercial and Sport Fishing (COMM)
- Subsistence Fishing (SUB)
- Tribal Tradition and Culture (CUL)
- Tribal Subsistence Fishing (T-SUB)
- Aquaculture (AQUA)
- Marine Habitat (MAR)
- Preservation of Biological Habitats of Special Significance (BIOL)
- Migration of Aquatic Organisms (MIGR)
- Shellfish Harvesting (SHELL)
- Industrial Process Supply (PROC)
- Industrial Service Supply (IND)
- Hydropower Generation (POW)
- Navigation (NAV)
- Flood Peak Attenuation/Flood Water Storage (FLD)
- Water Quality Enhancement (WQE)
- Fresh Water Replenishment (FRSH)
- Groundwater Recharge (GWR)
- Inland Saline Water Habitat (SAL)

3.2.3. Proactive Sanitary Sewer System Management to Eliminate Spill Causes

Finding 3 of the previous Order, 2006-0003-DWQ, states: “Sanitary sewer systems experience periodic failures resulting in discharges that may affect waters of the state. There are many factors (including factors related to geology, design, construction methods and materials, age of the system, population growth, and system operation and maintenance), which affect the likelihood of an SSO [sanitary sewer overflow]. A proactive approach that requires Enrollees to ensure a system-wide operation, maintenance, and management plan is in place will reduce the number and frequency of SSOs within the state. This approach will in turn decrease the risk to human health and the environment caused by SSOs.”

Many spills are preventable through proactive attention on sanitary sewer system management using the best practices and technologies available to address major causes of spills, including but not limited to:

- Blockages from sources including but not limited to:
  - Fats, oils and grease;
  - Tree roots;
  - Rags, wipes and other paper, cloth and plastic products; and
  - Sediment and debris.
- Sewer system damage and exceedance of sewer system hydraulic capacity from identified system-specific environmental, and climate-change impacts, including but not limited to:

- Sea level rise impacts including flooding, coastal erosion, seawater intrusion, tidal inundation and submerged lands;
- Increased surface water flows due to higher intensity rain events;
- Flooding;
- Wildfires and wildfire induced impacts;
- Earthquake induced damage;
- Landslides; and
- Subsidence.

- Infrastructure deficiencies and failures, including but not limited to:
  - Pump station mechanical failures;
  - System age;
  - Construction material failures;
  - Manhole cover failures;
  - Structural failures; and
  - Lack of proper operation and maintenance.
- Insufficient system capacity (temporary or sustained), due to factors including but not limited to:
  - Excessive and/or increased storm or groundwater inflow/infiltration;
  - Insufficient capacity due to population increase and/or new connections from industrial, commercial and other system users; and
  - Stormwater capture projects utilizing a sanitary sewer system to convey stormwater to treatment facilities for reuse.
- Community impacts, including but not limited to:
  - Power outages;
  - Vandalism; and
  - Contractor-caused or other third party-caused damages.

3.2.4. Underground Sanitary Sewer System Leakage

Portions of some sanitary sewer systems may leak, causing underground exfiltration (exiting) of sewage from the system. Exfiltrated sewage that remains in the underground infrastructure trench and/or the soil matrix, and that does not discharge into waters of the State (surface water or groundwater) may not threaten beneficial uses.

Underground exfiltrated sewage may threaten beneficial uses if discharged to waters of the State. Exfiltrated sewage that discharges to groundwater may impact beneficial uses of groundwater and pollute groundwater supply. Additionally, if in close proximity, exfiltrated sewage may enter into a compromised underground drainage conveyance system that discharges into a water of the United States, or into groundwater that is hydrologically connected to (feeds into) a water of the United States, thus potentially causing: (1) a Clean Water Act violation, (2) threat and impact to beneficial uses, and/or (3) surface water pollution.

3.2.5. Proactive Sanitary Sewer System Management to Reduce Inflow and Infiltration

Excessive inflow (stormwater entering) and infiltration (groundwater seepage entering) to sanitary sewer systems is preventable through proactive sewer system management using the best practices and technologies available. The efficiency of the downstream wastewater treatment processes is dependent on the performance of the sanitary sewer system. When the structural integrity of a sanitary sewer system deteriorates, high volumes of inflow and infiltration can enter the sewer system. High levels of inflow and infiltration increase the hydraulic load on the downstream treatment plant, which can reduce treatment efficiency, lead to bypassing a portion of the treatment process, cause illegal discharge of partially treated effluent, or in extreme situations make biological treatment facilities inoperable (e.g., wash out the biological organisms that treat the waste).

3.3. Water Quality Control Plans, Policies and Resolutions

The nine Regional Water Boards have adopted region-specific water quality control plans (commonly referred to as Basin Plans) that designate beneficial uses, establish water quality objectives, and contain implementation programs and policies to achieve those objectives. The State Water Board has adopted statewide water quality control plans, policies and resolutions establishing statewide water quality objectives, implementation programs and initiatives.

3.3.1. State Water Board Antidegradation Policy

On October 28, 1968, the State Water Board adopted Resolution 68-16, titled Statement of Policy with Respect to Maintaining High Quality of Waters in California, which incorporates the federal antidegradation policy. Resolution 68-16 requires that existing water quality be maintained unless degradation is justified based on specific findings.

The continued prohibition of sewage discharges from sanitary sewer systems into waters of the State aligns with Resolution 68-16. A sewage discharge from sanitary sewers to waters of the State is prohibited by this Order. Therefore, this Order does not allow degradation of waters of the State. In addition, this Order: (1) further expands the existing prohibition of sewage discharges to include waters of the State, in addition to waters of the United States as provided in previous Order 2006-0003-DWQ, and (2) enhances the ability for Water Board enforcement of violations of the established prohibitions.

3.3.2. State Water Board Sources of Drinking Water Policy

On May 19,1988, the State Water Board adopted Resolution 88-63 (amended on February 1, 2006), titled Sources of Drinking Water, establishing state policy that all waters of the State, with certain exceptions, are suitable or potentially suitable for municipal or domestic supply.

3.3.3. State Water Board Cost of Compliance Resolution

On September 24, 2013, the State Water Board adopted Resolution 2013-0029, titled Directing Actions in Response to Efforts by Stakeholders on Reducing Costs of

Compliance While Maintaining Water Quality Protection. Through this resolution, the State Water Board committed to continued stakeholder engagement in identifying and implementing measures to reduce costs of compliance with regulatory orders while maintaining water quality protection and improving regulatory program outcomes.

3.3.4. State Water Board Human Right to Water Resolution

On February 16, 2016, the State Water Board adopted Resolution 2016-0010, titled Adopting the Human Right to Water as a Core Value and Directing its Implementation in Water Board Programs and Activities, addressing the human right to water as a core value and directing Water Board programs to implement requirements to support safe drinking water for all Californians.

On November 16, 2021, the State Water Board adopted Resolution 2021-0050 titled Condemning Racism, Xenophobia, Bigotry, and Racial Injustice, and Strengthening Commitment to Racial Equity, Diversity, Inclusion, Access, and Anti-racism. Among other actions, through Resolution 2021-0050, the State Water Board, in summary as corresponding to this General Order, reaffirms its commitment to its Human Right to Water resolution, upholding that every human being in California deserves safe, clean, affordable, and accessible water for human consumption, cooking, and sanitation purposes. Resolution 2021-0050 provides the State Water Board commitment to:

- Protect public health and beneficial uses of waterbodies in all communities, including communities disproportionately burdened by wastes discharge of waste to land and surface water;
- Restore impaired surface waterbodies and degraded aquifers; and
- Promote multi-benefit water quality projects.

Through Resolution 2021-0050, the State Water Board also commits to expanding implementation of its Climate Change Resolution to address the disproportionate effects of extreme hydrologic conditions and sea-level rise on Black, Indigenous, and people of color communities, prioritizing:

- The right to safe, clean, affordable, and accessible drinking water and sanitation;
- Sustainable management and protection of local groundwater resources;
- Healthy watersheds; and
- Access to surface waterbodies that support subsistence fishing.

On June 7, 2022, the State Water Board adopted a Resolution, titled Authorizing the Executive Director or Designee to Enter into One or More Multi-Year Contracts Up to a Combined Sum of $4,000,000 for a Statewide Wastewater Needs Assessment, supporting the equitable access to sanitation for all Californians and implementation of Resolutions 2016-0010 and 2021-0050.

This General Order supports the State Water Board priority in collecting a comprehensive set of data for California's wastewater systems, including sanitary sewer systems. Data reported per the requirements of this Order will be used with data from other Water Boards' programs, to further develop criteria and create a statewide risk

framework to prioritize critical funding and infrastructure investments for California's most vulnerable populations, including disadvantaged or severely disadvantaged communities with inadequate or failing sanitation systems and threatened access to healthy drinking water supplies.

3.3.5. State Water Board Open Data Resolution

On July 10, 2018, the State Water Board adopted Resolution 2018-0032, titled Adopting Principles of Open Data as a Core Value and Directing Programs and Activities to Implement Strategic Actions to Improve Data Accessibility and Associated Innovation, directing regulatory programs to assure all monitoring and reporting requirements support the State Water Boards' Open Data Initiative.

3.3.6. State Water Board Response to Climate Change

On March 7, 2017, the State Water Board adopted Resolution 2017-0012, titled Comprehensive Response to Climate Change, requiring a proactive response to climate change in all California Water Board actions, with the intent to embed climate change consideration into all programs and activities.

3.4. California Environmental Quality Act

The adoption of this Order is an action to reissue general waste discharge requirements that is exempt from the California Environmental Quality Act (Public Resources Code section 21000 et seq.) because it is an action taken by a regulatory agency to assure the protection of the environment and the regulatory process involves procedures for protection of the environment (Cal. Code Regs., Title 14, section 15308). In addition, the action to adopt this Order is exempt from CEQA pursuant to Cal. Code Regs., Title 14, section 15301, to the extent that it applies to existing sanitary sewer collection systems that constitute "existing facilities" as that term is used in sections 15301 and 15302, to the extent that it results in the repair or replacement of existing systems involving negligible or no expansion of capacity.

3.5. State Water Board Funding Assistance for Compliance with Water Board Water Quality Orders

The State Water Board, Division of Financial Assistance administers the implementation of the State Water Board financial assistance programs, per Board-adopted funding policies. Among other funding areas, the Division administers loan and grant funding for the planning and construction of wastewater and water recycling facilities per funding program-specific policies and guidelines. Applicants may apply for Clean Water State Revolving Fund low-interest loan, Small Community Wastewater grant funding assistance, and other funding available at the time of application, for some of the costs associated with complying with this General Order.

Funding applicants may obtain further information regarding current funding opportunities, and Division of Financial Assistance staff contact information at the following website: Financial Assistance Funding - Grants and Loans | California State Water Resources Control Board.
(https://www.waterboards.ca.gov/water_issues/programs/grants_loans/)

Section 13477.6 of the Water Code authorizes the Small Community Grant Fund. The Small Community Grant Fund allows the State Water Board to provide grant funding assistance to small, disadvantaged communities and small severely disadvantaged communities that may not otherwise be able to afford a loan or similar financing for projects to comply with requirements of this General Order. The State Water Board also considers loan forgiveness on a disadvantaged community-specific basis.

For disadvantaged communities' wastewater needs, the State Water Board places priority on the funding of projects that address:

- Public health;
- Violations of waste discharge requirements and National Pollutant Discharge Elimination System (NPDES) permits;
- Providing sewer system service to existing septic tank owners; and
- High priority public health and water quality concerns identified by a Regional Water Board.

3.6. Notification to Interested Parties

On January 31, 2022, the State Water Board notified interested parties and persons of its intent to reissue Sanitary Sewer Systems General Order 2006-0003-DWQ by issuing a draft General Order for a 60-day public comment period. State Water Board staff conducted extensive stakeholder outreach and encouraged public participation in the adoption process for this General Order. On March 15, 2022, the State Water Board held a public meeting to hear and consider oral public comments. The State Water Board considered all public comments prior to adopting this General Order.

THEREFORE, IT IS HEREBY ORDERED, that pursuant to Water Code sections 13263, 13267, and 13383 this General Order supersedes Order 2006-0003-DWQ, Order WQ 2013-0058-EXEC, and any amendments made to these Orders thereafter, except for enforcement purposes and to meet the provisions contained in Division 7 of the Water Code (commencing with section 13000) and regulations adopted thereunder, and the provisions of the Clean Water Act and regulations and guidelines adopted thereunder, the Enrollee shall comply with the requirements in this Order.

4. PROHIBITIONS

4.1 Discharge of Sewage from a Sanitary Sewer System

Any discharge from a sanitary sewer system that has the potential to discharge to surface waters of the State is prohibited unless it is promptly cleaned up and reported as required in this General Order.

4.2. Discharge of Sewage to Waters of the State

Any discharge from a sanitary sewer system, discharged directly or indirectly through a drainage conveyance system or other route, to waters of the State is prohibited.

4.3. Discharge of Sewage Creating a Nuisance

Any discharge from a sanitary sewer system that creates a nuisance or condition of pollution as defined in Water Code section 13050(m) is prohibited.

5. SPECIFICATIONS

5.1. Designation of a Legally Responsible Official

The Enrollee shall designate a Legally Responsible Official that has authority to ensure the enrolled sanitary sewer system(s) complies with this Order, and is authorized to serve as a duly authorized representative. The Legally Responsible Official must have responsibility over management of the Enrollee's entire sanitary sewer system, and must be authorized to make managerial decisions that govern the operation of the sanitary sewer system, including having the explicit or implicit duty of making major capital improvement recommendations to ensure long-term environmental compliance. The Legally Responsible Official must have or have direct authority over individuals that:

- Possess a recognized degree or certificate related to operations and maintenance of sanitary sewer systems, and/or
- Have professional training and experience related to the management of sanitary sewer systems, demonstrated through extensive knowledge, training and experience.

For example, a sewer system superintendent or manager, an operations manager, a public utilities manager or director, or a district engineer may be designated as a Legally Responsible Official.

The Legally Responsible Official shall complete the electronic CIWQS "User Registration" form (https://ciwqs.waterboards.ca.gov/ciwqs/newUser.jsp). A Legally Responsible Official that represents multiple enrolled systems shall complete the electronic CIWQS "User Registration" form for each system.

The Enrollee shall submit any change to its Legally Responsible Official, and/or change in contact information, to the State Water Board within 30 calendar days of the change by emailing ciwqs@waterboards.ca.gov and copying the appropriate Regional Water Board as provided in Attachment F (Regional Water Quality Control Board Contact Information) of this General Order.

5.2. Sewer System Management Plan Development and Implementation

To facilitate adequate local funding and management of its sanitary sewer system(s), the Enrollee shall develop and implement an updated Sewer System Management Plan. The scale and complexity of the Sewer System Management Plan, and specific elements of the Plan, must match the size, scale and complexity of the Enrollee's sanitary sewer system(s). The Sewer System Management Plan must address, at minimum, the required Plan elements in Attachment D (Sewer System Management Plan – Required Elements) of this General Order. To be effective, the Sewer System Management Plan must include procedures for the management, operation, and maintenance of the sanitary sewer system(s). The procedures must: (1) incorporate the

prioritization of system repairs and maintenance to proactively prevent spills, and (2) address the implementation of current standard industry practices through available equipment, technologies, and strategies.

For an existing Enrollee under Order 2006-0003-DWQ that has certified its Continuation of Existing Regulatory Coverage, per section 2.1 (Requirements for Continuation of Existing Regulatory Coverage) of this General Order:

Within six (6) months of the Adoption Date of this General Order:

- The Legally Responsible Official shall upload the Enrollee's existing Sewer System Management Plan to the online CIWQS Sanitary Sewer System Database.

For a new Enrollee:

Within twelve (12) months of the Application for Enrollment approval date:

- The governing entity of the new Enrollee shall approve its Sewer System Management Plan; and
- The Legally Responsible Official shall certify and upload its Sewer System Management Plan to the online CIWQS Sanitary Sewer System Database.

5.3. Certification of Sewer System Management Plan and Plan Updates

The Legally Responsible Official shall certify and upload its Sewer System Management Plan and all subsequent updates to the online CIWQS Sanitary Sewer System Database.

5.4. Sewer System Management Plan Audits

The Enrollee shall conduct an internal audit of its Sewer System Management Plan, and implementation of its Plan, at a minimum frequency of once every three years. The audit must be conducted for the period after the end of the Enrollee's last required audit period. **Within six months after the end of the required 3-year audit period**, the Legally Responsible Official shall submit an audit report into the online CIWQS Sanitary Sewer System Database per the requirements in section 3.10 (Sewer System Management Plan Audit Reporting Requirements) of Attachment E1 of this General Order.

Audit reports submitted to the CIWQS Sanitary Sewer System Database will be viewable only to Water Boards staff.

The internal audit shall be appropriately scaled to the size of the system(s) and the number of spills. The Enrollee's sewer system operators must be involved in completing the audit. At minimum, the audit must:

- Evaluate the implementation and effectiveness of the Enrollee's Sewer System Management Plan in preventing spills;
- Evaluate the Enrollee's compliance with this General Order;
- Identify Sewer System Management Plan deficiencies in addressing ongoing spills and discharges to waters of the State; and

- Identify necessary modifications to the Sewer System Management Plan to correct deficiencies.

The Enrollee shall submit a complete audit report that includes:

- Audit findings and recommended corrective actions;
- A statement that sewer system operators' input on the audit findings has been considered; and
- A proposed schedule for the Enrollee to address the identified deficiencies.

A new Enrollee of this General Order (that did not have a sanitary sewer system enrolled in the previous State Water Board Order 2006-0003-DWQ) shall conduct its first internal Sewer System Management Plan audit for the time period between the date of submittal of its certified Sewer System Management Plan and the third subsequent December 31st date. The audit report must be submitted into the online CIWQS Sanitary Sewer System Database **by July 1 of the following calendar year**.

See the following tables for clarification:

Initial Audit Period and Audit Due Date for New Enrollees

	Audit Period	Audit Due Date
New Enrollee	Certified Sewer System Management Plan Submittal Date through the third subsequent December 31st date	July 1st date after audit period
Example	*Certified Sewer System Management Plan Submittal Date of August 2, 2025* *Audit Period of August 2, 2025 through December 31, 2027*	*July 1, 2028*

Initial Audit Period for Transition from 2-Year Audit Required in Previous Order 2006-0003-DWQ to 3-Year Audit Required in this General Order

	Audit Period	Audit Due Date
An Enrollee previously regulated by Order 2006-003-DWQ	A 3-year period starting from the end of last required 2-year Audit Period	Within six months after end of 3-year Audit Period
Example	*Last required Audit Period start date of August 2, 2021;* *Audit Period of August 2, 2021 through August 1, 2024*	*February 1, 2025*

Three-Year Ongoing Audit Period

	Audit Period	Audit Due Date
Each Enrollee	A 3-year period starting from the end of last required Audit Period	Within six months after end of 3-year Audit Period

5.5. Six-Year Sewer System Management Plan Update

At a minimum, the Enrollee shall update its Sewer System Management Plan every six (6) years after the date of its last Plan Update due date. (For an Enrollee previously regulated by Order 2006-0003-DWQ, the six-year period shall commence on the due date identified in section 3.11 of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of this Order. The Updated Sewer System Management Plan must include:

- Elements required in Attachment D (Sewer System Management Plan – Required Elements) of this Order;
- Summary of revisions included in the Plan update based on internal audit findings; and
- Other sewer system management-related changes.

The Enrollee's governing entity shall approve the updated Plan. The Legally Responsible Official shall upload and certify the approved updated Plan in the online CIWQS Sanitary Sewer System Database in accordance with section 3.11 (Sewer System Management Plan Reporting Requirements) of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of this General Order. During the time period in between Plan updates, the Enrollee shall continuously document changes to its Sewer System Management Plan in a change log attached to the Plan.

5.6. System Resilience

The Enrollee shall include and implement system-specific procedures in its Sewer System Management Plan to proactively prioritize: (1) operation and maintenance, (2) condition assessments, and (3) repair and rehabilitation, to address ongoing system resilience, as specified in Attachment D (Sewer System Management Plan – Required Elements) of this General Order.

5.7. Allocation of Resources

The Enrollee shall:

- Establish and maintain a means to manage all necessary revenues and expenditures related to the sanitary sewer system; and
- Allocate the necessary resources to its sewer system management program for:
  - Compliance with this General Order,
  - Full implementation of its updated Sewer System Management Plan,
  - System operation, maintenance, and repair, and
  - Spill responses.

5.8. Designation of Data Submitters

The Legally Responsible Official may designate one or more individuals as a Data Submitter for reporting of spill data. The Legally Responsible Official shall authorize the designation of Data Submitter(s) through the online CIWQS database (https://ciwqs.waterboards.ca.gov) prior to the individuals establishing a CIWQS user account (https://ciwqs.waterboards.ca.gov/ciwqs/newUser.jsp) and entering spill data into the online CIWQS Sanitary Sewer System Database.

The Legally Responsible Official shall submit any change to its Data Submitter(s), and/or change in Data Submitter contact information, to the State Water Board within 30 calendar days of the change, by emailing ciwqs@waterboards.ca.gov and copying the appropriate Regional Water Board as provided in Attachment F (Regional Water Quality Control Board Contact Information) of this General Order.

5.9. Reporting Certification

The Legally Responsible Official shall electronically certify, on the Enrollee's behalf, all applications, reports, the Sewer System Management Plan(s) and corresponding updates, and other information submitted electronically into the online CIWQS Sanitary Sewer System Database, as follows:

"I certify under penalty of perjury under the laws of the State of California that the electronically submitted information was prepared under my direction or supervision. Based on my inquiry of the person(s) directly responsible for gathering the information, to the best of my knowledge and belief, the information submitted is true, accurate, and complete, and complies with the Statewide Sanitary Sewer Systems General Order. I am aware that there are significant penalties for submitting false information."

Hardcopy submittals to the State Water Board must be accompanied by the above certification statement.

5.10. System Capacity

The Enrollee shall maintain the system capacity necessary to convey: (1) base flows during dry weather conditions, and (2) wet weather peak flows consistent with designated local historic storms. Design storms must take into account system-specific stormwater contributions via inflow and infiltration, and location-specific depth of groundwater and storm frequencies. The Enrollee shall implement capital improvements to provide adequate hydraulic capacity to:

- Meet or exceed the design criteria as defined in the Enrollee's System Evaluation and Capacity Assurance element of its Sewer System Management Plan; and
- Prevent system capacity-related spills, and adverse impacts to the treatment efficiency of downstream wastewater treatment facilities.

5.11. System Performance Analysis

The Enrollee shall include a running 10-year system performance analysis in its Annual Report. The analysis must include two CIWQS-generated graphs presenting the following information:

Graph 1 – Total Spill Volume per Year:

X axis: A 10-year period which includes the current calendar year and the nine previous calendar years;

Y axis: The total spill volume, per Spill Category, for each calendar year.

Graph 2 – Total Number of Spills per Year:

X axis: A 10-year period which includes the current calendar year and the nine previous calendar years;

Y axis: The total number of spills, per Spill Category, for each calendar year.

The current calendar year is the calendar year covered in the Annual Report.

The Enrollee shall generate the graphs in CIWQS, using the existing data in the online CIWQS Sanitary Sewer System Database at the following graph generation link: (https://ciwqs.waterboards.ca.gov/ciwqs/readOnly/PublicReportSSOServlet?reportAction=criteria&reportId=sso_operation_report).

5.12. Spill Emergency Response Plan and Remedial Actions

For Existing Enrollees (with regulatory coverage under Order 2006-0003-DWQ):

Within six (6) months of the Adoption Date of this General Order, the Enrollee shall update and implement its Spill Emergency Response Plan, per Attachment D, section 6 (Spill Emergency Response Plan) of this General Order.

For New Enrollees:

Within six (6) months of the Application for Enrollment approval date, the Enrollee shall develop and implement a Spill Emergency Response Plan, per Attachment D, section 6 (Spill Emergency Response Plan) of this General Order.

The Enrollee shall certify, in its Annual Report, that its Spill Emergency Response Plan is up to date.

The Spill Emergency Response Plan shall include measures to protect public health and the environment. The Enrollee shall respond to spills from its system(s) in a timely manner that minimizes water quality impacts and nuisance by:

- Immediately stopping the spill and preventing/minimizing a discharge to waters of the State;
- Intercepting sewage flows to prevent/minimize spill volume discharged into waters of the State;
- Thoroughly recovering, cleaning up and disposing of sewage and wash down water; and
- Cleaning publicly accessible areas while preventing toxic discharges to waters of the State.

5.13. Notification, Monitoring, Reporting and Recordkeeping Requirements

The Enrollee shall comply with notification, monitoring, reporting, and recordkeeping requirements in Attachment E1 of this General Order.

5.13.1. Spill Categories

Individual spill notification, monitoring and reporting must be in accordance with the following spill categories:

- **Category 1 Spill**

  A Category 1 spill is a spill of any volume of sewage from or caused by a sanitary sewer system regulated under this General Order that results in a discharge to:

  - A surface water, including a surface water body that contains no flow or volume of water; or
  - A drainage conveyance system that discharges to surface waters when the sewage is not fully captured and returned to the sanitary sewer system or disposed of properly.

    Any spill volume not recovered from a drainage conveyance system is considered a discharge to surface water, unless the drainage conveyance system discharges to a dedicated stormwater infiltration basin or facility.

A spill from an Enrollee-owned and/or operated lateral that discharges to a surface water is a Category 1 spill; the Enrollee shall report all Category 1 spills per section 3.1 of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of this General Order.

- **Category 2 Spill**

  A Category 2 spill is a spill of 1,000 gallons or greater, from or caused by a sanitary sewer system regulated under this General Order that does not discharge to a surface water.

  A spill of 1,000 gallons or greater that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system, is a Category 2 spill.

- **Category 3 Spill**

  A Category 3 spill is a spill of equal to or greater than 50 gallons and less than 1,000 gallons, from or caused by a sanitary sewer system regulated under this General Order that does not discharge to a surface water.

  A spill of equal to or greater than 50 gallons and less than 1,000 gallons, that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system is a Category 3 spill.

- **Category 4 Spill**

  A Category 4 spill is a spill of less than 50 gallons, from or caused by a sanitary sewer system regulated under this General Order that does not discharge to a surface water.

  A spill of less than 50 gallons that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system is a Category 4 spill.

5.13.2. Annual Report

The Enrollee shall submit an Annual Report (previously termed as Collection System Questionnaire in Order 2006-0003-DWQ) as specified in section 3.9 (Annual Report) of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of this General Order.

For new Enrollees: Within 30 days of obtaining a CIWQS account, a new Enrollee shall submit its initial Annual Report, as specified in section 3.9 (Annual Report) of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of this General Order.

5.14. Electronic Sanitary Sewer System Service Area Boundary Map

For continuing enrollees, starting on July 1, 2025, and no later than December 31, 2025:

For new enrollees – no earlier than July 1, 2025, or within 12 months of the Application for Enrollment approval date, whichever date is later:

The Legally Responsible Official shall submit, to the State Water Board, geospatial data detailing the locations of the Enrollee's sanitary sewer system service area boundary, per the required content and specifications in section 3.8 (Electronic Sanitary Sewer System Service Area Boundary Map) of Attachment E1 of this General Order, for each system identified by a WDID number.

An Enrollee of a disadvantaged community that may need assistance developing an electronic map to comply with this requirement, may contact State Water Board staff for assistance at SanitarySewer@waterboards.ca.gov.

5.15. Voluntary Reporting of Spills from Privately-Owned Sewer Laterals and/or Private Sanitary Sewer Systems

Within 24 hours of becoming aware of a spill (as described below) from a private sewer lateral or private sanitary sewer system that is not owned/operated by the Enrollee, the Enrollee is encouraged to report the following observations to the online CIWQS Sanitary Sewer System Database at the following link: https://ciwqs.waterboards.ca.gov:

- A spill equal or greater than 1,000 gallons that discharges (or has a potential to discharge) to a water of the State, or a drainage conveyance system that discharges to waters of the State; **or**
- Any volume of sewage that discharges (or has a potential to discharge) to surface waters.

In the CIWQS module, the Enrollee is encouraged to identify:

- Time of observation;
- Description of general spill location (for example, street name and cross street names);
- Estimated volume of spill;
- If known, general description of spill destination (for example, flowing into drainage channel, flowing directly into a creek, etc.); and
- If known, name of private system owner/operator.

The CIWQS database will make the name and contact information of the entity voluntarily reporting a private spill, accessible to State and Regional Water Board staff only. The CIWQS database will only make information regarding the actual spill, accessible to the public.

5.16. Voluntary Notification of Spills from Privately-Owned Laterals and/or Systems to the California Office of Emergency Services

Upon observing or acquiring knowledge of any of the following from a private sewer lateral or private sanitary sewer system that is not owned/operated by the Enrollee, the Enrollee is encouraged to notify the California Office of Emergency Services (as provided by Health and Safety Code section 5410 et. seq. and Water Code section 13271), or inform the responsible party that State law requires such notification to the Office of Emergency Services by any person that causes or allows a sewage discharge to waters of the State:

- A spill equal to 1,000 gallons or more that discharges (or has a potential to discharge) to waters of the State, or a drainage conveyance system that discharges to waters of the State; or
- A spill of any volume to surface waters.

5.17. Unintended Failure to Report

If an Enrollee becomes aware that they unintentionally failed to submit relevant facts in any report required in this General Order, the Enrollee shall promptly notify Regional Water Board and State Water Board staff. Regional Water Board contact information is included in Attachment F of this Order. State Water Board staff shall be contacted by email at SanitarySewer@waterboards.ca.gov for assistance in formally amending the corresponding report(s) in the online CIWQS Sanitary Sewer System Database.

5.18. Duty to Report to Water Boards

In accordance with Water Code section 13267 and/or section 13383, upon request by the State Water Board Executive Director (or designee) or a Regional Water Board Executive Officer (or designee), the Enrollee shall provide the requested information which the State or Regional Water Board deems necessary to determine compliance with this General Order.

5.19. Operation and Maintenance

To prevent discharges to the environment, the Enrollee shall maintain in good working order, and operate as designed, any facility or treatment and control system designed to contain sewage and convey it to a treatment plant.

6. PROVISIONS

6.1. Enforcement Provisions

The following enforcement provisions are based on existing federal and state regulations, laws and policies, including the federal Clean Water Act, the state Water Code and the State Water Board Enforcement Policy.

6.1.1. Enforceability of Clean Water Act and Water Code Violations

Noncompliance with requirements of this General Order or discharging sewage without enrolling in this General Order constitutes a violation of the Water Code and a potential

violation of the Clean Water Act and is grounds for an enforcement action by the State Water Board or the applicable Regional Water Board. Failure to comply with the notification, monitoring, inspection, entry, reporting, and recordkeeping requirements may subject the Enrollee to administrative civil liabilities of up to $10,000 a day per violation pursuant to Water Code section 13385; up to $1,000 a day per violation pursuant to Water Code section 13268; or referral to the Attorney General for judicial civil enforcement. Discharging waste not in compliance with the requirements of this General Order or the Clean Water Act may subject the Enrollee to administrative civil liabilities up to $10,000 a day per violation and additional liability up to $10 per gallon of discharge not cleaned up after the first 1,000 gallons of discharge; up to $5,000 a day per violation pursuant to Water Code section 13350 or up to $20 per gallon of waste discharged; or referral to the Attorney General for judicial civil enforcement.

6.1.2. Monetary Penalties

The Water Code provides the State and Regional Water Boards the authority to pursue formal enforcement actions, including imposing administrative liability and civil monetary penalties, for non-compliance with the requirements of this General Order and violations of the Clean Water Act.

6.1.3. Falsifying or Failure to Report

The Water Code provides that any person failing or refusing to furnish technical or monitoring program reports, as required under this General Order, or falsifying any information provided in the technical or monitoring reports is subject to administrative liability and civil monetary penalties. Any person who knowingly fails or refuses to furnish technical or monitoring program reports or falsifies any information provided in reports required by this General Order is subject to criminal penalties.

6.1.4. Severability of General Order

The provisions of this General Order are severable; if any provision of this Order, or the application of any provision of this Order to any circumstance, is held invalid, the application of such provision to other circumstances and the remainder of this Order shall not be affected thereby.

6.1.5. Indirect Discharges

In the event that a spill enters into a drainage conveyance system, the Enrollee shall take all feasible steps to prevent discharge of sewage into waters of the State by blocking or redirecting the flow in the drainage conveyance system, removing the sewage from the drainage conveyance system, and cleaning the system in a manner that does not inadvertently impact beneficial uses of the receiving water body.

6.1.6. Water Boards' Considerations for Discretionary Enforcement

Consistent with the State Water Board Enforcement Policy, when considering Water Code section 13327 factors, the State Water Board or a Regional Water Board may consider the Enrollee's efforts to contain, control, clean up, and mitigate spills. In assessing the factors, the State Water Board or the applicable Regional Water Board will consider:

- The Enrollee's compliance with this General Order with a focus on compliance with reporting requirements;
- The Enrollee's provision of adequate funding to implement the requirements of this General Order;
- The Enrollee's compliance with providing a complete and updated Sewer System Management Plan;
- The Enrollee's compliance with implementing its Sewer System Management Plan;
- The overall effectiveness of the Enrollee's Sewer System Management Plan with respect to:
    - System management, operation, and maintenance,
    - Adequate treatment facilities, sanitary sewer system facilities, and/or components with an appropriate design capacity, to reasonably prevent spills (e.g. adequately enlarging treatment or collection facilities to accommodate growth, infiltration and inflow, etc.),
    - Preventive maintenance (including cleaning, root grinding, and fats, oils, and grease control) and source control measures,
    - Implementation of backup equipment,
    - Inflow and infiltration prevention and control,
    - Appropriate sanitary sewer system capacity to prevent spills, and
    - The Enrollee's responsiveness to stop and mitigate the impact of the discharge;
- The Enrollee's compliance with identifying the cause of the spill;
- The Enrollee's use of available information and observations to accurately estimate the spill volume and identify the affected or potentially affected receiving waters;
- The Enrollee's thoroughness of cleaning up sewage in drainage conveyance systems after the spill(s);
- The Enrollee's use of water quality and biological monitoring and assessment to determine the short-term and long-term impacts to beneficial uses and the environment;
- The Enrollee's follow up actions to improve system performance;
- The Enrollee's implementation of feasible alternatives to prevent spills, such as:
    - Use of temporary storage or waste retention,
    - Reduction of system inflow and infiltration,
    - Collection and hauling of waste to a treatment facility,
    - Prevention of and/ or containment of spills due to a design storm event identified in the Enrollee's Sewer System Management Plan,

- Implementation of available equipment, technologies, strategies, and recommended industry practices for maintaining and managing sewer systems to prevent spills, and contain and eliminate discharges to waters of the State; and

- The spill duration and factors beyond the reasonable control of the Enrollee causing the event.

6.1.7. Enforcement Discretion Based on Reporting Compliance

Consistent with the State Water Board Enforcement Policy, the State Water Board or a Regional Water Board may consider the Enrollee's efforts to comply with spill reporting requirements when determining compliance with Water Code section 13267 and section 13383. When assessing Water Code section 13227 factors, the State Water Board or the applicable Regional Water Board will consider:

- The Enrollee's diligence to comply with all reporting requirements in this General Order;
- The use of best available information for the Enrollee's reporting of spill start date and start time in which the release of sewage from the sanitary sewer system initiated;
- The Enrollee's reporting of spill end date, and end time to be the date and time in which the release of sewage from the sanitary sewer system was stopped;
- The Enrollee's diligence to accurately estimate and report spill volumes;
- The Enrollee's subsequent verification and/or updates to initial Draft Spill Reports in accordance with this General Order; and
- The Enrollee's timely certification of required spill reports.

Consistent with Water Code section 13267 and section 13383, the State Water Board or a Regional Water Board may require an Enrollee to report the results of a condition assessment of a specified portion of the Enrollee's sanitary sewer system.

6.2. Other Regional Water Board Orders

It is the intent of the State Water Board that sanitary sewer systems be regulated in a manner consistent with federal and state regulations. This Order will not be interpreted or applied:

- In a manner inconsistent with the federal Clean Water Act;
- To authorize a spill or discharge that is illegal under either the Clean Water Act, the Water Code, and/or an applicable Basin Plan prohibition or water quality standard;
- To prohibit a Regional Water Board from issuing an individual National Pollutant Discharge Elimination System (NPDES) permit or individual waste discharge requirements superseding an Enrollee's regulatory coverage under this General Order for a sanitary sewer system authorized under the Clean Water Act or Water Code;

- To supersede any more specific or more stringent waste discharge requirements or enforcement orders issued by a Regional Water Board; or
- To supersede any more specific or more stringent state or federal requirements in existing regulation, an administrative/judicial order, or Consent Decree.

6.3. Sewer System Management Plan Availability

The Enrollee's updated Sewer System Management Plan must be maintained for public inspection at the Enrollee's offices and facilities and must be available to the public through CIWQS and/or on the Enrollee's website, in accordance with section 3.8 (Sewer System Management Plan Reporting Requirements) of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of this General Order.

6.4. Entry and Inspection

6.4.1. Entry and Availability of Information

The Enrollee shall allow State and Regional Water Board staff, upon presentation of credentials and other documents as may be required by law, to:

- Enter upon the Enrollee's premises where a regulated facility or activity is located or conducted, or where records are kept under the requirements of this General Order;
- Have access to and reproduce any records required to be maintained by this General Order;
- Inspect any facility and/or equipment (including monitoring and control equipment), practices, or operations required in this General Order; and
- Sample or monitor substances or parameters for assuring compliance with this General Order, or as otherwise authorized by the Water Code.

6.4.2. Pre-Inspection Questionnaire

The Enrollee shall provide pre-inspection information to State and Regional Water Board staff through the completion of a Pre-Inspection Questionnaire provided by Water Board staff.

ATTACHMENT A - DEFINITIONS

Annual Report

An Annual Report (previously termed as Collection System Questionnaire in Order 2006-0003-DWQ) is a mandatory report in which the Enrollee provides a calendar-year update of its efforts to prevent spills.

Basin Plan

A Basin Plan is a water quality control plan specific to a Regional Water Quality Control Board (Regional Water Board), that serves as regulations to: (1) define and designate beneficial uses of surface and groundwaters, (2) establish water quality objectives for protection of beneficial uses, and (3) provide implementation measures.

Beneficial Uses

The term “Beneficial Uses” is a Water Code term, defined as the uses of the waters of the State that may be protected against water quality degradation. Examples of beneficial uses include but are not limited to, municipal, domestic, agricultural and industrial supply; power generation; recreation; aesthetic enjoyment; navigation; and preservation and enhancement of fish, wildlife, and other aquatic resources or preserves.

California Integrated Water Quality System (CIWQS)

CIWQS is the statewide database that provides for mandatory electronic reporting as required in State and Regional Water Board-issued waste discharge requirements.

Data Submitter

A Data Submitter is an individual designated and authorized by the Enrollee’s Legally Responsible Official to enter spill data into the online CIWQS Sanitary Sewer System Database. A Data Submitter does not have the authority of a Legally Responsible Official to certify reporting entered into the online CIWQS Sanitary Sewer System Database.

Disadvantaged Community

A disadvantaged community is a community with a median household income of less than eighty percent (80%) of the statewide annual median household income.

For the purpose of this General Order, there is no differentiation between a small and large disadvantaged community.

Drainage Conveyance System

A drainage conveyance system is a publicly- or privately-owned separate storm sewer system, including but not limited to drainage canals, channels, pipelines, pump stations, detention basins, infiltration basins/facilities, or other facilities constructed to transport stormwater and non-stormwater flows.

Enrollee

An Enrollee is a public, private, or other non-governmental entity that has obtained approval for regulatory coverage under this General Order, including:

- A state agency, municipality, special district, or other public entity that owns and/or operates one or more sanitary sewer systems:
  - greater than one (1) mile in length (each individual sanitary sewer system);
  - one mile or less in length where the State Water Resources Control Board or a Regional Water Quality Control Board requires regulatory coverage under this Order, or
- A federal agency, private company, or other non-governmental entity that owns and/or operates a sanitary sewer system of any size where the State Water Resources Control Board or a Regional Water Quality Control Board requires regulatory coverage under this Order in response to a history of spills, proximity to surface water, or other factors supporting regulatory coverage.

Environmentally Sensitive Area

An environmentally sensitive area is a designated agricultural and/or wildlife area identified to need special natural landscape protection due to its wildlife or historical value.

Exfiltration

Exfiltration is the underground exiting of sewage from a sanitary sewer system through cracks, offset or separated joints, or failed infrastructure due to corrosion or other factors.

Flood Control Channel

A flood control channel is a channel used to convey stormwater and non-stormwater flows through and from areas for flood management purposes.

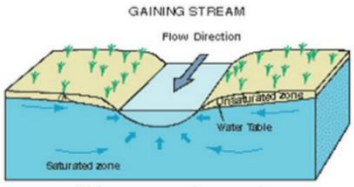
Governing Entity

A governing entity includes but is not limited to the following:

- A publicly elected governing board, council, or commission of a municipal agency;
- A Department or Division director of a federal or state agency that is not governed by a board;
- A governing board or commission of an organization or association; and
- A private system owner/manager that is not governed by a board.

Hydrologically Connected

Two waterbodies are hydrologically connected when one waterbody flows, or has the potential to flow, into the other waterbody. For the purpose of this General Order, groundwater is hydrologically connected to a surface water when the groundwater feeds into the surface water. (The surface waterbody in this example is termed a gaining stream as it gains flow from surrounding groundwater.)



Lateral (including Lower and Upper Lateral)

A lateral is an underground segment of smaller diameter pipe that transports sewage from a customer's building or property (residential, commercial, or industrial) to the Enrollee's main sewer line in a street or easement. Upper and lower lateral boundary definitions are subject to local jurisdictional codes and ordinances, or private system ownership.

A lower lateral is the portion of the lateral located between the sanitary sewer system main, and either the property line, sewer clean out, curb line, established utility easement boundary, or other jurisdictional locations.

An upper lateral is the portion of the lateral from the property line, sewer clean out, curb line, established utility easement boundary, or other jurisdictional locations, to the building or property.

Legally Responsible Official

A Legally Responsible Official is an official representative, designated by the Enrollee, with authority to sign and certify submitted information and documents required by this General Order.

Nuisance

For the purpose of this General Order, a nuisance, as defined in Water Code section 13050(m), is anything that meets all of the following requirements:

- Is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property;
- Affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal; and
- Occurs during, or as a result of, the treatment or disposal of wastes.

Private Sewer Lateral

A private sewer lateral is the privately-owned lateral that transports sewage from private property(ies) into a sanitary sewer system.

Private Sanitary Sewer System

A private sanitary sewer system is a sanitary sewer system of any size that is owned and/or operated by a private individual, company, corporation, or organization. A private sanitary sewer system may or may not connect into a publicly owned sanitary sewer system.

Potential to Discharge, Potential Discharge

Potential to Discharge, or Potential Discharge, means any exiting of sewage from a sanitary sewer system which can reasonably be expected to discharge into a water of the State based on the size of the sewage spill, proximity to a drainage conveyance system, and the nature of the surrounding environment.

Receiving Water

A receiving water is a water of the State that receives a discharge of waste.

Resilience

Resilience is the ability to recover from or adjust to adversity or change, and grow from disruptions. Resilience can be built through planning, preparing for, mitigating, and adapting to changing conditions.

Sanitary Sewer System

A sanitary sewer system is a system that is designed to convey sewage, including but not limited to, pipes, manholes, pump stations, siphons, wet wells, diversion structures and/or other pertinent infrastructure, upstream of a wastewater treatment plant headworks, including:

- Laterals owned and/or operated by the Enrollee;
- Satellite sewer systems; and/or
- Temporary conveyance and storage facilities, including but not limited to temporary piping, vaults, construction trenches, wet wells, impoundments, tanks and diversion structures.

For purpose of this Order, sanitary sewer systems include only systems owned and/or operated by the Enrollee.

Satellite Sewer System

A satellite sewer system is a portion of a sanitary sewer system owned or operated by a different owner than the owner of the downstream wastewater treatment facility ultimately treating the sewage.

Sewer System Management Plan

A sewer system management plan is a living document an Enrollee develops and implements to effectively manage its sanitary sewer system(s) in accordance with this General Order.

Sewage

Sewage, and its associated wastewater, is untreated or partially treated domestic, municipal, commercial and/or industrial waste (including sewage sludge), and any mixture of these wastes with inflow or infiltration of stormwater or groundwater, conveyed in a sanitary sewer system.

Spill

A spill is a discharge of sewage from any portion of a sanitary sewer system due to a sanitary sewer system overflow, operational failure, and/or infrastructure failure. Exfiltration of sewage is not considered to be a spill under this General Order if the exfiltrated sewage remains in the subsurface and does not reach a surface water of the State.

Training

Training is in-house or external education and guidance needed that provides the knowledge, skills, and abilities to comply with this General Order.

Wash Down Water

Wash down water is water used to clean a spill area.

Waste

Waste, as defined in Water Code section 13050(d), includes sewage and any and all other waste substances, liquid, solid, gaseous, or radioactive, associated with human habitation, or of human or animal origin, or from any producing, manufacturing, or processing operation, including waste placed within containers of whatever nature prior to, and for purposes of, disposal.

Waste Discharge Identification Number (WDID)

A waste discharge identification number (WDID) identifies each individual sanitary sewer system enrolled under this General Order. A WDID number is assigned to each enrolled system upon an Enrollee's approved regulatory coverage.

Waters of the State

Waters of the State are surface waters or groundwater within boundaries of the state as defined in Water Code section 13050(e), in which the State and Regional Water Boards have authority to protect beneficial uses. Waters of the State include, but are not limited to, groundwater aquifers, surface waters, saline waters, natural washes and pools, wetlands, sloughs, and estuaries, regardless of flow or whether water exists during dry conditions. Waters of the State include waters of the United States.

Waters of the United States

Waters of the United States are surface waters or waterbodies that are subject to federal jurisdiction in accordance with the Clean Water Act.

Water Quality Objective

A water quality objective is the limit or maximum amount of pollutant, waste constituent or characteristic, or parameter level established in statewide water quality control plans and Regional Water Boards' Basin Plans, for the reasonable protection of beneficial uses of surface waters and groundwater and the prevention of nuisance.

ATTACHMENT B – APPLICATION FOR ENROLLMENT

1. Enrollment Status: (Mark only one item)

☐ New Enrollee

☐ New Enrollee with previous regulatory coverage under Order 2006-0003-DWQ
(that failed to certify continuation of coverage in CIWQS per Order 2022-XXXX-DWQ)
Existing WDID Number: _____

2. Applicant Information:

Legally Responsible Official Submitting Application

First and Last Name: _____

Title: _____

Phone: _____

Email: _____

System Owner/Operator Name: _____

Mailing Address:_____

City, State, Zip:_____

County:_____

Sanitary Sewer System Name: _____

Regional Water Quality Control Board(s): _____

Signature and Date: _____

3. Applicant Type (Check one):

☐ City ☐ County ☐ State ☐ Federal ☐ Special District

☐ Government Combination ☐ Private ☐ Other Non-governmental Entity

4. Wastewater Treatment Plant Receiving Sanitary Sewer System Waste:

Wastewater Treatment Plant Permittee:_____

WDID No.: _____

5. Billing Information

Billing Address: _____

City, State, Zip: _____

Billing Contact Person and Title: _____

Phone and Email Address: _____

6. Application Fee:

The application fee, as required by Water Code section 13260, is based on the daily population served by the sanitary sewer system. See updated Fee Schedule. (https://www.waterboards.ca.gov/resources/fees/water_quality/)

Check one of the following and enter fee amount:

☐ Population Served < 50,000 – Total Fee submitted: $ _____

☐ Population Served ≥ 50,000 – Total Fee submitted: $ _____

Make the fee payment payable to the State Water Resources Control Board and mail the complete application package to:

State Water Resources Control Board, Accounting Office
P. O. Box 1888
Sacramento, CA 95812-1888

Attention: Statewide Sanitary Sewer System Program

7. Application Submittal Certification

I certify under penalty of perjury under the laws of the State of California that to the best of my knowledge and belief, the information in the submitted application package is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

Print Name: _____

Title: _____

Signature: _____Date: _____

ATTACHMENT C - NOTICE OF TERMINATION

1. Enrollee Information

Enrollee Name: _____

WDID No:_____

Legally Responsible Official Requesting Termination of Coverage: _____

First and Last Name: _____

Title: _____

Phone: _____

Email: _____

Mailing Address: _____

City, State, Zip: _____

County: _____

Sanitary Sewer System Name(s) or Unique Identifier(s): _____

Regional Water Quality Control Board(s): _____

Signature and Date:_____

2. Basis of Termination

Explanation of termination, including subsequent regulatory coverage and subsequent owner/operator of enrolled sanitary sewer system, as applicable:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

3. Regulatory Coverage Termination Certification

I certify under penalty of perjury under the laws of the State of California that to the best of my knowledge: 1) the sanitary sewer system I officially represent is not required to be regulated under the Statewide Waste Discharge Requirements for Sanitary Sewer Systems Order 2022-XXXX-DWQ, and 2) the information submitted in this Notice of Termination is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment. Additionally, I understand that the submittal of this Notice of Termination does not release sanitary sewer system agencies from liability for any violations of the Clean Water Act.

Print Name: _____

Title: _____

Signature: _____Date: _____

For State Water Board Use Only

☐ Approved for Termination ☐ Denied and Returned to Enrollee

Deputy Director of Water Quality Signature: _____

Date: _____Notice of Termination Effective Date: _____

ATTACHMENT D – SEWER SYSTEM MANAGEMENT PLAN – REQUIRED ELEMENTS

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ATTACHMENT D – SEWER SYSTEM MANAGEMENT PLAN – REQUIRED ELEMENTS

A Sewer System Management Plan (Plan) is a living planning document that documents ongoing local sewer system management program activities, procedures, and decision-making – at the scale necessary to address the size and complexity of the subject sanitary sewer system(s). This Plan may incorporate other programs and other plans by reference, to address short-term and long-term system resilience through:

- Proactive planning and decision-making;
- Local government ordinances;
- Updated operations and maintenance activities and procedures;
- Implementation of capital improvements;
- Sufficient local budget to support staff resources, contractors, equipment, and training; and
- Updated training of staff and contractors.

The Enrollee's development, update, and implementation of a Sewer System Management Plan addressing the requirements of this Attachment is an enforceable component of this General Order. As specified in Provision 6.1 (Enforcement Provisions) of this General Order, consistent with the Water Code and the State Water Board Enforcement Policy, the State Water Board or a Regional Water Board may consider the Enrollee's efforts in implementing an effective Sewer System Management Plan to prevent, contain, control, and mitigate spills when considering Water Code section 13327 factors to determine necessary enforcement of this General Order.

This Attachment includes the following required elements that the Enrollee shall address in its Plan and subsequent updates. The Enrollee shall identify any requirement in this Attachment that is not applicable to the Enrollee's sewer system and shall explain in its Plan why the requirement is not applicable.

1. SEWER SYSTEM MANAGEMENT PLAN GOAL AND INTRODUCTION

The goal of the Sewer System Management Plan (Plan) is to provide a plan and schedule to: (1) properly manage, operate, and maintain all parts of the Enrollee's sanitary sewer system(s), (2) reduce and prevent spills, and (3) contain and mitigate spills that do occur.

The Plan must include a narrative Introduction section that discusses the following items:

1.1. Regulatory Context

The Plan Introduction section must provide a general description of the local sewer system management program and discuss Plan implementation and updates.

1.2. Sewer System Management Plan Update Schedule

The Plan Introduction section must include a schedule for the Enrollee to update the Plan, including the schedule for conducting internal audits. The schedule must include milestones for incorporation of activities addressing prevention of sewer spills.

1.3. Sewer System Asset Overview

The Plan Introduction section must provide a description of the Enrollee-owned assets and service area, including but not limited to:

- Location, including county(ies);
- Service area boundary;
- Population and community served;
- System size, including total length in miles, length of gravity mainlines, length of pressurized (force) mains, and number of pump stations and siphons;
- Structures diverting stormwater to the sewer system;
- Data management systems;
- Sewer system ownership and operation responsibilities between Enrollee and private entities for upper and lower sewer laterals;
- Estimated number or percent of residential, commercial, and industrial service connections; and
- Unique service boundary conditions and challenge(s).

Additionally, the Plan Introduction section must provide reference to the Enrollee's up-to-date map of its sanitary sewer system, as required in section 4.1 (Updated Map of Sanitary Sewer System) of this Attachment.

2. ORGANIZATION

The Plan must identify organizational staffing responsible and integral for implementing the local Sewer System Management Plan through an organization chart or similar narrative documentation that includes:

- The name of the Legally Responsible Official as required in section 5.1 (Designation of a Legally Responsible Official) of this General Order;
- The position titles, telephone numbers, and email addresses for management, administrative, and maintenance positions responsible for implementing specific Sewer System Management Plan elements;
- Organizational lines of authority; and
- Chain of communication for reporting spills from receipt of complaint or other information, including the person responsible for reporting spills to the State and Regional Water Boards and other agencies, as applicable. (For example, county

health officer, county environmental health agency, and State Office of Emergency Services.)

3. LEGAL AUTHORITY

The Plan must include copies or an electronic link to the Enrollee's current sewer system use ordinances, service agreements and/or other legally binding procedures to demonstrate the Enrollee possesses the necessary legal authority to:

- Prevent illicit discharges into its sanitary sewer system from inflow and infiltration (I&I); unauthorized stormwater; chemical dumping; unauthorized debris; roots; fats, oils, and grease; and trash, including rags and other debris that may cause blockages;
- Collaborate with storm sewer agencies to coordinate emergency spill responses, ensure access to storm sewer systems during spill events, and prevent unintentional cross connections of sanitary sewer infrastructure to storm sewer infrastructure;
- Require that sewer system components and connections be properly designed and constructed;
- Ensure access for maintenance, inspection, and/or repairs for portions of the service lateral owned and/or operated by the Enrollee;
- Enforce any violation of its sewer ordinances, service agreements, or other legally binding procedures; and
- Obtain easement accessibility agreements for locations requiring sewer system operations and maintenance, as applicable.

4. OPERATION AND MAINTENANCE PROGRAM

The Plan must include the items listed below that are appropriate and applicable to the Enrollee's system.

4.1. Updated Map of Sanitary Sewer System

An up-to-date map(s) of the sanitary sewer system, and procedures for maintaining and providing State and Regional Water Board staff access to the map(s). The map(s) must show gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable stormwater conveyance facilities within the sewer system service area boundaries.

4.2. Preventive Operation and Maintenance Activities

A scheduling system and a data collection system for preventive operation and maintenance activities conducted by staff and contractors.

The scheduling system must include:

- Inspection and maintenance activities;

- Higher-frequency inspections and maintenance of known problem areas, including areas with tree root problems;
- Regular visual and closed-circuit television (CCTV) inspections of manholes and sewer pipes.

The data collection system must document data from system inspection and maintenance activities, including system areas/components prone to root-intrusion potentially resulting in system backup and/or failure.

4.3. Training

In-house and external training provided on a regular basis for sanitary sewer system operations and maintenance staff and contractors. The training must cover:

- The requirements of this General Order;
- The Enrollee's Spill Emergency Response Plan procedures and practice drills;
- Skilled estimation of spill volume for field operators; and
- Electronic CIWQS reporting procedures for staff submitting data.

4.4. Equipment Inventory

An inventory of sewer system equipment, including the identification of critical replacement and spare parts.

5. DESIGN AND PERFORMANCE PROVISIONS

The Plan must include the following items as appropriate and applicable to the Enrollee's system:

5.1. Updated Design Criteria and Construction Standards and Specifications

Updated design criteria, and construction standards and specifications, for the construction, installation, repair, and rehabilitation of existing and proposed system infrastructure components, including but not limited to pipelines, pump stations, and other system appurtenances. If existing design criteria and construction standards are deficient to address the necessary component-specific hydraulic capacity as specified in section 8 (System Evaluation, Capacity Assurance and Capital Improvements) of this Attachment, the procedures must include component-specific evaluation of the design criteria.

5.2. Procedures and Standards

Procedures, and standards for the inspection and testing of newly constructed, newly installed, repaired, and rehabilitated system pipelines, pumps, and other equipment and appurtenances.

6. SPILL EMERGENCY RESPONSE PLAN

The Plan must include an up to date Spill Emergency Response Plan to ensure prompt detection and response to spills to reduce spill volumes and collect information for prevention of future spills. The Spill Emergency Response Plan must include procedures to:

- Notify primary responders, appropriate local officials, and appropriate regulatory agencies of a spill in a timely manner;
- Notify other potentially affected entities (for example, health agencies, water suppliers, etc.) of spills that potentially affect public health or reach waters of the State;
- Comply with the notification, monitoring and reporting requirements of this General Order, State law and regulations, and applicable Regional Water Board Orders;
- Ensure that appropriate staff and contractors implement the Spill Emergency Response Plan and are appropriately trained;
- Address emergency system operations, traffic control and other necessary response activities;
- Contain a spill and prevent/minimize discharge to waters of the State or any drainage conveyance system;
- Minimize and remediate public health impacts and adverse impacts on beneficial uses of waters of the State;
- Remove sewage from the drainage conveyance system;
- Clean the spill area and drainage conveyance system in a manner that does not inadvertently impact beneficial uses in the receiving waters;
- Implement technologies, practices, equipment, and interagency coordination to expedite spill containment and recovery;
- Implement pre-planned coordination and collaboration with storm drain agencies and other utility agencies/departments prior, during, and after a spill event;
- Conduct post-spill assessments of spill response activities;
- Document and report spill events as required in this General Order; and
- Annually, review and assess effectiveness of the Spill Emergency Response Plan, and update the Plan as needed.

7. SEWER PIPE BLOCKAGE CONTROL PROGRAM

The Sewer System Management Plan must include procedures for the evaluation of the Enrollee's service area to determine whether a sewer pipe blockage control program is needed to control fats, oils, grease, rags and debris. If the Enrollee determines that a program is not needed, the Enrollee shall provide justification in its Plan for why a program is not needed.

The procedures must include, at minimum:

- An implementation plan and schedule for a public education and outreach program that promotes proper disposal of pipe-blocking substances;
- A plan and schedule for the disposal of pipe-blocking substances generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of substances generated within a sanitary sewer system service area;
- The legal authority to prohibit discharges to the system and identify measures to prevent spills and blockages;
- Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, best management practices requirements, recordkeeping and reporting requirements;
- Authority to inspect grease producing facilities, enforcement authorities, and whether the Enrollee has sufficient staff to inspect and enforce the fats, oils, and grease ordinance;
- An identification of sanitary sewer system sections subject to fats, oils, and grease blockages and establishment of a cleaning schedule for each section; and
- Implementation of source control measures for all sources of fats, oils, and grease reaching the sanitary sewer system for each section identified above.

8. SYSTEM EVALUATION, CAPACITY ASSURANCE AND CAPITAL IMPROVEMENTS

The Plan must include procedures and activities for:

- Routine evaluation and assessment of system conditions;
- Capacity assessment and design criteria;
- Prioritization of corrective actions; and
- A capital improvement plan.

8.1 System Evaluation and Condition Assessment

The Plan must include procedures to:

- Evaluate the sanitary sewer system assets utilizing the best practices and technologies available;

- Identify and justify the amount (percentage) of its system for its condition to be assessed each year;
- Prioritize the condition assessment of system areas that:
    - Hold a high level of environmental consequences if vulnerable to collapse, failure, blockage, capacity issues, or other system deficiencies;
    - Are located in or within the vicinity of surface waters, steep terrain, high groundwater elevations, and environmentally sensitive areas;
    - Are within the vicinity of a receiving water with a bacterial-related impairment on the most current Clean Water Act section 303(d) List;
- Assess the system conditions using visual observations, video surveillance and/or other comparable system inspection methods;
- Utilize observations/evidence of system conditions that may contribute to exiting of sewage from the system which can reasonably be expected to discharge into a water of the State;
- Maintain documents and recordkeeping of system evaluation and condition assessment inspections and activities; and
- Identify system assets vulnerable to direct and indirect impacts of climate change, including but not limited to: sea level rise; flooding and/or erosion due to increased storm volumes, frequency, and/or intensity; wildfires; and increased power disruptions.

8.2. Capacity Assessment and Design Criteria

The Plan must include procedures to identify system components that are experiencing or contributing to spills caused by hydraulic deficiency and/or limited capacity, including procedures to identify the appropriate hydraulic capacity of key system elements for:

- Dry-weather peak flow conditions that cause or contributes to spill events;
- The appropriate design storm(s) or wet weather events that causes or contributes to spill events;
- The capacity of key system components; and
- Identify the major sources that contribute to the peak flows associated with sewer spills.

The capacity assessment must consider:

- Data from existing system condition assessments, system inspections, system audits, spill history, and other available information;
- Capacity of flood-prone systems subject to increased infiltration and inflow, under normal local and regional storm conditions;

- Capacity of systems subject to increased infiltration and inflow due to larger and/or higher-intensity storm events as a result of climate change;
- Increases of erosive forces in canyons and streams near underground and above-ground system components due to larger and/or higher-intensity storm events;
- Capacity of major system elements to accommodate dry weather peak flow conditions, and updated design storm and wet weather events; and
- Necessary redundancy in pumping and storage capacities.

8.3. Prioritization of Corrective Action

The findings of the condition assessments and capacity assessments must be used to prioritize corrective actions. Prioritization must consider the severity of the consequences of potential spills.

8.4. Capital Improvement Plan

The capital improvement plan must include the following items:

- Project schedules including completion dates for all portions of the capital improvement program;
- Internal and external project funding sources for each project; and
- Joint coordination between operation and maintenance staff, and engineering staff/consultants during planning, design, and construction of capital improvement projects; and Interagency coordination with other impacted utility agencies.

9. MONITORING, MEASUREMENT AND PROGRAM MODIFICATIONS

The Plan must include an Adaptive Management section that addresses Plan-implementation effectiveness and the steps for necessary Plan improvement, including:

- Maintaining relevant information, including audit findings, to establish and prioritize appropriate Plan activities;
- Monitoring the implementation and measuring the effectiveness of each Plan Element;
- Assessing the success of the preventive operation and maintenance activities;
- Updating Plan procedures and activities, as appropriate, based on results of monitoring and performance evaluations; and
- Identifying and illustrating spill trends, including spill frequency, locations and estimated volumes.

10. INTERNAL AUDITS

The Plan shall include internal audit procedures, appropriate to the size and performance of the system, for the Enrollee to comply with section 5.4 (Sewer System Management Plan Audits) of this General Order.

11. COMMUNICATION PROGRAM

The Plan must include procedures for the Enrollee to communicate with:

- The public for:
  - Spills and discharges resulting in closures of public areas, or that enter a source of drinking water, and
  - The development, implementation, and update of its Plan, including opportunities for public input to Plan implementation and updates.
- Owners/operators of systems that connect into the Enrollee's system, including satellite systems, for:
  - System operation, maintenance, and capital improvement-related activities.

ATTACHMENT E1 – NOTIFICATION, MONITORING, REPORTING AND RECORDKEEPING REQUIREMENTS

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ATTACHMENT E1– NOTIFICATION, MONITORING, REPORTING AND RECORDKEEPING REQUIREMENTS

The Notification Requirements (section 1), Spill-specific Monitoring Requirements (section 2), Reporting Requirements (section 3) and Recordkeeping Requirements (section 4) in this Attachment are pursuant to Water Code section 13267 and section 13383, and are an enforceable component of this General Order. For the purpose of this General Order, the term:

- Notification means the notifying of appropriate parties of a spill event or other activity.
- Spill-specific Monitoring means the gathering of information and data for a specific spill event to be reported or kept as records.
- Reporting means the reporting of information and data into the online California Integrated Water Quality System (CIWQS) Sanitary Sewer System Database.
- Recordkeeping means the maintaining of information and data in an official records storage system.

Failure to comply with the notification, monitoring, reporting and recordkeeping requirements in this General Order may subject the Enrollee to civil liabilities of up to $10,000 a day per violation pursuant to Water Code section 13385; up to $1,000 a day per violation pursuant to Water Code section 13268; or referral to the Attorney General for judicial civil enforcement.

Water Code section 13193 et seq. requires the Regional Water Quality Control Boards (Regional Water Boards) and the State Water Resources Control Board (State Water Board) to collect sanitary sewer spill information for each spill event and make this information available to the public. Sanitary sewer spill information for each spill event includes but is not limited to: Enrollee contact information for each spill event, spill cause, estimated spill volume and factors used for estimation, location, date, time, duration, amount discharged to waters of the State, response and corrective action(s) taken.

1. NOTIFICATION REQUIREMENTS

1.1. Notification of Spills of 1,000 Gallons or Greater to the California Office of Emergency Services

Per Water Code section 13271, for a spill that discharges in or on any waters of the State, or discharges or is deposited where it is, or probably will be, discharged in or on any waters of the State, the Enrollee shall notify the California Office of Emergency Services and obtain a California Office of Emergency Services Control Number as soon as possible **but no later than two (2) hours** after:

- The Enrollee has knowledge of the spill; and
- Notification can be provided without substantially impeding cleanup or other emergency measures.

The notification requirements in this section apply to individual spills of 1,000 gallons or greater, from an Enrollee-owned and/or operated laterals, to a water of the State.

1.2. Spill Notification Information

The Enrollee shall provide the following spill information to the California Office of Emergency Services before receiving a Control Number, as applicable:

- Name and phone number of the person notifying the California Office of Emergency Services;
- Estimated spill volume (gallons);
- Estimated spill rate from the system (gallons per minute);
- Estimated discharge rate (gallons per minute) directly into waters of the State or indirectly into a drainage conveyance system;
- Spill incident description:
  - Brief narrative of the spill event, and
  - Spill incident location (address, city, and zip code) and closest cross streets and/or landmarks;
- Name and phone number of contact person on-scene;
- Date and time the Enrollee was informed of the spill event;
- Name of sanitary sewer system causing the spill;
- Spill cause or suspected cause (if known);
- Amount of spill contained;
- Name of receiving water body receiving or potentially receiving discharge; and
- Description of water body impact and/ or potential impact to beneficial uses.

1.3. Notification of Spill Report Updates

Following the initial notification to the California Office of Emergency Services and until such time that the Enrollee certifies the spill report in the online CIWQS Sanitary Sewer System Database, the Enrollee shall provide updates to the California Office of Emergency Services regarding substantial changes to:

- Estimated spill volume (increase or decrease in gallons initially estimated);
- Estimated discharge volume discharged directly into waters of the State or indirectly into a drainage conveyance system (increase or decrease in gallons initially estimated); and
- Additional impact(s) to the receiving water(s) and beneficial uses.

2. SPILL-SPECIFIC MONITORING REQUIREMENTS

2.1 Spill Location and Spread

The Enrollee shall visually assess the spill location(s) and spread using photography, global positioning system (GPS), and other best available tools. The Enrollee shall document the critical spill locations, including:

- Photography and GPS coordinates for:
  - The system location where spill originated.

    For multiple appearance points of a single spill event, the points closest to the spill origin.
- Photography for:
  - Drainage conveyance system entry locations,
  - The location(s) of discharge into surface waters, as applicable,
  - Extent of spill spread, and
  - The location(s) of clean up.

2.2 Spill Volume Estimation

To assess the approximate spill magnitude and spread, the Enrollee shall estimate the total spill volume using updated volume estimation techniques, calculations, and documentation for electronic reporting. The Enrollee shall update its notification and reporting of estimated spill volume (which includes spill volume recovered) as further information is gathered during and after a spill event.

2.3. Receiving Water Monitoring

2.3.1. Receiving Water Visual Observations

Through visual observations and use of best available spill volume-estimating techniques and field calculation techniques, the Enrollee shall gather and document the following information for spills discharging to surface waters:

- Estimated spill travel time to the receiving water;
- For spills entering a drainage conveyance system, estimated spill travel time from the point of entry into the drainage conveyance system to the point of discharge into the receiving water;
- Estimated spill volume entering the receiving water; and
- Photography of:
  - Waterbody bank erosion,
  - Floating matter,
  - Water surface sheen (potentially from oil and grease),

- Discoloration of receiving water, and
- Impact to the receiving water.

2.3.2. Receiving Water – Water Quality Sampling and Analysis

For sewage spills in which an estimated 50,000 gallons or greater are discharged into a surface water, the Enrollee shall conduct the following water quality sampling no later than **18 hours** after the Enrollee's knowledge of a potential discharge to a surface water:

- Collect one water sample, each day of the duration of the spill, at:
  - The DCS-001 location as described in section 2.3.4 (Receiving Water Sampling Locations) of this Attachment, if sewage discharges to a surface water via a drainage conveyance system; and/or
  - Each of the three receiving water sampling locations in section 2.3.4 (Receiving Water Sampling Locations) of this Attachment;

    If the receiving water has no flow during the duration of the spill, the Enrollee must report "No Sampling Due To No Flow" for its receiving water sampling locations.

The Enrollee shall analyze the collected receiving water samples for the following constituents per section 2.3.3 (Water Quality Analysis Specifications) of this Attachment:

- Ammonia, and
- Appropriate bacterial indicator(s) per the applicable Basin Plan water quality objectives, including one or more of the following, unless directed otherwise by the Regional Water Board:
  - Total Coliform Bacteria
  - Fecal Coliform Bacteria
  - *E-coli*
  - Enterococcus

  Dependent on the receiving water(s), sampling of bacterial indicators shall be sufficient to determine post-spill (after the spill) compliance with the water quality objectives and bacterial standards of the California Ocean Plan or the California Inland Surface Water Enclosed Bays, and Estuaries Plan, including the frequency and/or number of post-spill receiving water samples as may be specified in the applicable plans.

The Enrollee shall collect and analyze additional samples as required by the applicable Regional Water Board Executive Officer or designee.

2.3.3. Water Quality Analysis Specifications

Spill monitoring must be representative of the monitored activity (40 Code of Federal Regulations section 122.41(j)(1)).

Sufficiently Sensitive Methods

Sample analysis must be conducted according to sufficiently sensitive test methods approved under 40 Code of Federal Regulations Part 136 for the sample analysis of pollutants. For the purposes of this General Order, a method is sufficiently sensitive when the minimum level of the analytical method approved under 40 Code of Federal Regulations Part 136 is at or below the receiving water pollutant criteria.

Environmental Laboratory Accreditation Program-Accredited Laboratories

The analysis of water quality samples required per this General Order must be performed by a laboratory that has accreditation pursuant to Article 3 (commencing with section 100825) of Chapter 4 of Part 1 of Division 101 of the Health and Safety Code. (Water Code section 13176(a).) The State Water Board accredits laboratories through its Environmental Laboratory Accreditation Program (ELAP).

2.3.4. Receiving Water Sampling Locations

The Enrollee shall collect receiving water samples at the following locations.

Sampling of Flow in Drainage Conveyance System (DCS) Prior to Discharge

Sampling Location	Sampling Location Description
DCS-001	A point in a drainage conveyance system before the drainage conveyance system flow discharges into a receiving water.

Receiving Surface Water Sampling (RSW)[1]

Sampling Location	Sampling Location Description
RSW-001 Point of Discharge	A point in the receiving water where sewage initially enters the receiving water.
RSW-001U: Upstream of Point of Discharge	A point in the receiving water, upstream of the point of sewage discharge, to capture ambient conditions absent of sewage discharge impacts.

Sampling Location	Sampling Location Description
RSW-001D: Downstream of Point of Discharge	A point in the receiving water, downstream of the point of sewage discharge, where the spill material is fully mixed with the receiving water.

[1] The Enrollee must use its best professional judgment to determine the upstream and downstream distances based on receiving water flow, accessibility to upstream/downstream waterbody banks, and size of visible sewage plume.

2.4. Safety and Access Exceptions

If the Enrollee encounters access restrictions or unsafe conditions that prevents its compliance with spill response requirements or monitoring requirements in this General Order, the Enrollee shall provide documentation of access restrictions and/or safety hazards in the corresponding required report.

3. REPORTING REQUIREMENTS

All reporting required in this General Order must be submitted electronically to the online CIWQS Sanitary Sewer System Database (https://ciwqs.waterboards.ca.gov), unless specified otherwise in this General Order. Electronic reporting may solely be conducted by a Legally Responsible Official or Data Submitter(s) previously designated by the Legally Responsible Official, as required in section 5.8 (Designation of Data Submitters) of this General Order.

The Enrollee shall report any information that is protected by the Homeland Security Act, by email to SanitarySewer@waterboards.ca.gov, with a brief explanation of the protection provided by the Homeland Security Act for the subject report to be protected from unauthorized disclosure and/or public access, and for official Water Board regulatory purposes only.

3.1. Reporting Requirements for Individual Category 1 Spill Reporting

3.1.1. Draft Spill Report for Category 1 Spills

Within three (3) business days of the Enrollee's knowledge of a Category 1 spill, the Enrollee shall submit a Draft Spill Report to the online CIWQS Sanitary Sewer System Database.

The Draft Spill Report must, at minimum, include the following items:

1. Contact information: Name and telephone number of Enrollee contact person to respond to spill-specific questions;
2. Spill location name;
3. Date and time the Enrollee was notified of, or self-discovered, the spill;
4. Operator arrival time;

5. Estimated spill start date and time;
6. Date and time the Enrollee notified the California Office of Emergency Services, and the assigned control number;
7. Description, photographs, and GPS coordinates of the system location where the spill originated;
    - If a single spill event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the spill appearance point explanation field;
8. Estimated total spill volume exiting the system;
9. Description and photographs of the extent of the spill and spill boundaries;
10. Did the spill reach a drainage conveyance system? If Yes:
    - Description of the drainage conveyance system transporting the spill;
    - Photographs of the drainage conveyance system entry location(s);
    - Estimated spill volume fully recovered from the drainage conveyance system;
    - Estimated spill volume remaining within the drainage conveyance system;
11. Description and photographs of all discharge point(s) into the surface water;
12. Estimated spill volume that discharged to surface waters; and
13. Estimated total spill volume recovered.

3.1.2. Certified Spill Report for Category 1 Spills

Within 15 calendar days of the spill end date, the Enrollee shall submit a Certified Spill Report for Category 1 spills, to the online CIWQS Sanitary Sewer System Database. Upon completion of the Certified Spill Report, the online CIWQS Sanitary Sewer System Database will issue a final spill event identification number.

The Certified Spill Report must, at minimum, include the following mandatory information in addition to all information in the Draft Spill Report per section 3.1.1 (Draft Spill Report for Category 1 Spills) above:

1. Description of the spill event destination(s), including GPS coordinates if available, that represent the full spread and reach of the spill;
2. Spill end date and time;
3. Description of how the spill volume estimations were calculated, including at a minimum:
    - The methodology, assumptions and type of data relied upon, such as supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered), and
    - The methodology(ies), assumptions and type of data relied upon for estimations of the spill start time and the spill end time;

4. Spill cause(s) (for example, root intrusion, grease deposition, etc.);
5. System failure location (for example, main, lateral, pump station, etc.);
6. Description of the pipe material, and estimated age of the pipe material, at the failure location;
7. Description of the impact of the spill;
8. Whether or not the spill was associated with a storm event;
9. Description of spill response activities including description of immediate spill containment and cleanup efforts;
10. Description of spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the spill, and a schedule of major milestones for those steps;
11. Spill response completion date;
12. Detailed narrative of investigation and investigation findings of cause of spill;
13. Reasons for an ongoing investigation (as applicable) and the expected date of completion;
14. Name and type of receiving water body(s);
15. Description of the water body(s), including but not limited to:
    - Observed impacts on aquatic life,
    - Public closure, restricted public access, temporary restricted use, and/or posted health warnings due to spill,
    - Responsible entity for closing/restricting use of water body, and
    - Number of days closed/restricted as a result of the spill.
16. Whether or not the spill was located within 1,000 feet of a municipal surface water intake; and
17. If water quality samples were collected, identify sample locations and the parameters the water quality samples were analyzed for. If no samples were taken, Not Applicable shall be selected.

3.1.3. Spill Technical Report for Individual Category 1 Spill in which 50,000 Gallons or Greater Discharged into a Surface Water

For any spill in which 50,000 gallons or greater discharged into a surface water, **within 45 calendar days** of the spill end date, the Enrollee shall submit a Spill Technical Report to the online CIWQS Sanitary Sewer System Database. The Spill Technical Report, at minimum, must include the following information:

1. Spill causes and circumstances, including at minimum:
    - Complete and detailed explanation of how and when the spill was discovered;

- Photographs illustrating the spill origin, the extent and reach of the spill, drainage conveyance system entrance and exit, receiving water, and post-cleanup site conditions;
- Diagram showing the spill failure point, appearance point(s), the spill flow path, and ultimate destinations;
- Detailed description of the methodology employed, and available data used to calculate the discharge volume and, if applicable, the recovered spill volume;
- Detailed description of the spill cause(s);
- Description of the pipe material, and estimated age of the pipe material, at the failure location;
- Description of the impact of the spill;
- Copy of original field crew records used to document the spill; and
- Historical maintenance records for the failure location.

2. Enrollee's response to the spill:
   - Chronological narrative description of all actions taken by the Enrollee to terminate the spill;
   - Explanation of how the Sewer System Management Plan Spill Emergency Response Plan was implemented to respond to and mitigate the spill; and
   - Final corrective action(s) completed and a schedule for planned corrective actions, including:
     - Local regulatory enforcement action taken against an illicit discharge in response to this spill, as applicable,
     - Identifiable system modifications, and operation and maintenance program modifications needed to prevent repeated spill occurrences, and
     - Necessary modifications to the Emergency Spill Response Plan to incorporate lessons learned in responding to and mitigating the spill.
3. Water Quality Monitoring, including at minimum:
   - Description of all water quality sampling activities conducted;
   - List of pollutant and parameters monitored, sampled and analyzed; as required in section 2.3 (Receiving Water Monitoring) of this Attachment;
   - Laboratory results, including laboratory reports;
   - Detailed location map illustrating all water quality sampling points; and
   - Other regulatory agencies receiving sample results (if applicable).
4. Evaluation of spill impact(s), including a description of short-term and long-term impact(s) to beneficial uses of the surface water.

3.1.4. Amended Certified Spill Reports for Individual Category 1 Spills

The Enrollee shall update or add additional information to a Certified Spill Report within **90 calendar days** of the spill end date by amending the report or by adding an attachment to the Spill Report in the online CIWQS Sanitary Sewer System Database. The Enrollee shall certify the amended report.

After **90 calendar days**, the Enrollee shall contact the State Water Board at SanitarySewer@waterboards.ca.gov to request to amend a Spill Report. The Legally Responsible Official shall submit justification for why the additional information was not reported within the Amended Spill Report due date.

3.2. Reporting Requirements for Individual Category 2 Spill Reporting

3.2.1. Draft Spill Report for Category 2 Spills

Within three (3) business days of the Enrollee's knowledge of a Category 2 spill, the Enrollee shall submit a Draft Spill Report to the online CIWQS Sanitary Sewer System Database.

The Draft Spill Report must, at minimum, include the following items:

1. Contact information: Name and telephone number of Enrollee contact person to respond to spill-specific questions;
2. Spill location name;
3. Date and time the Enrollee was notified of, or self-discovered, the spill;
4. Operator arrival time;
5. Estimated spill start date and time;
6. Date and time the Enrollee notified the California Office of Emergency Services, and the assigned control number;
7. Description, photographs, and GPS coordinates of the system location where the spill originated;

   If a single spill event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the spill appearance point explanation field;
8. Estimated total spill volume exiting the system;
9. Description and photographs of the extent of the spill and spill boundaries;
10. Did the spill reach a drainage conveyance system? If Yes:
    - Description of the drainage conveyance system transporting the spill;
    - Photographs of the drainage conveyance system entry location(s);
    - Estimated spill volume fully recovered from the drainage conveyance system;
    - Estimated spill volume remaining within the drainage conveyance system;

- Estimated spill volume discharged to a groundwater infiltration basin or facility, if applicable; and

11. Estimated total spill volume recovered.

3.2.2. Certified Spill Report for Category 2 Spills

Within 15 calendar days of the spill end date, the Enrollee shall submit a Certified Spill Report for the Category 2 spill, to the online CIWQS Sanitary Sewer System Database (https://ciwqs.waterboards.ca.gov). Upon completion of the Certified Spill Report, the online CIWQS Sanitary Sewer System Database will issue a final spill event identification number.

The Certified Spill Report must, at minimum, include the following mandatory information in addition to all information in the Draft Spill Report per section 3.2.1 (Draft Spill Report for Category 2 Spills) above:

1. Description of the spill event destination(s), including GPS coordinates if available, that represent the full spread and reach of the spill;
2. Spill end date and time;
3. Description of how the spill volume estimations were calculated, including at a minimum:
   - The methodology, assumptions and type of data relied upon, such as supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered), and
   - The methodology(ies), assumptions and type of data relied upon for estimations of the spill start time and the spill end time;
4. Spill cause(s) (for example, root intrusion, grease deposition, etc.);
5. System failure location (for example, main, pump station, etc.);
6. Description of the pipe/infrastructure material, and estimated age of the pipe material, at the failure location;
7. Description of the impact of the spill;
8. Whether or not the spill was associated with a storm event;
9. Description of spill response activities including description of immediate spill containment and cleanup efforts;
10. Description of spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the spill, and a schedule of major milestones for those steps;
11. Spill response completion date;
12. Detailed narrative of investigation and investigation findings of cause of spill;
13. Reasons for an ongoing investigation (as applicable) and the expected date of completion; and

14. Whether or not the spill was located within 1,000 feet of a municipal surface water intake.

3.2.3. Amended Certified Spill Reports for Individual Category 2 Spills

The Enrollee shall update or add additional information to a Certified Spill Report within **90 calendar days** of the spill end date by amending the report or by adding an attachment to the Spill Report in the online CIWQS Sanitary Sewer System Database. The Enrollee shall certify the amended report.

After **90 calendar days**, the Enrollee shall contact the State Water Board at SanitarySewer@waterboards.ca.gov to request to amend a Spill Report. The Legally Responsible Official shall submit justification for why the additional information was not reported within the Amended Spill Report due date.

3.3. Monthly Certified Spill Reporting for Category 3 Spills

The Enrollee shall report and certify all Category 3 spills to the online CIWQS Sanitary Sewer System Database within 30 calendar days after the end of the month in which the spills occurred. (For example, all Category 3 spills occurring in the month of February shall be reported and certified by March 30th). After the Legally Responsible Official certifies the spills, the online CIWQS Sanitary Sewer System Database will issue a spill event identification number for each spill.

The monthly reporting of all Category 3 spills must include the following items for each spill:

1. Contact information: Name and telephone number of Enrollee contact person to respond to spill-specific questions;
2. Spill location name;
3. Date and time the Enrollee was notified of, or self-discovered, the spill;
4. Operator arrival time;
5. Estimated spill start date and time;
6. Description, photographs, and GPS coordinates where the spill originated:
    - If a single spill event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the spill appearance point explanation field;
7. Estimated total spill volume exiting the system;
8. Description and photographs of the extent of the spill and spill boundaries;
9. Did the spill reach a drainage conveyance system? If Yes:
    - Description of the drainage conveyance system transporting the spill;
    - Photographs of the drainage conveyance system entry locations(s);
    - Estimated spill volume fully recovered from the drainage conveyance system; and

- Estimated spill volume discharged to a groundwater infiltration basis or facility, if applicable.

10. Estimated total spill volume recovered;
11. Description of the spill event destination(s), including GPS coordinates, if available, that represent the full spread and reaches of the spill;
12. Spill end date and time;
13. Description of how the spill volume estimations were calculated, including, at minimum:
    - The methodology and type of data relied upon, including supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered), and
    - The methodology and type of data relied upon to estimate the spill start time, on-going spill rate at time of arrival (if applicable), and the spill end time;
14. Spill cause(s) (for example, root intrusion, grease deposition, etc.);
15. System failure location (for example, main, pump station, etc.);
16. Description of the pipe/infrastructure material, and estimated age of the pipe/infrastructure material, at the failure location;
17. Description of the impact of the spill;
18. Whether or not the spill was associated with a storm event;
19. Description of spill response activities including description of immediate spill containment and cleanup efforts;
20. Description of spill corrective actions, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the spill, and a schedule of the major milestones for those steps; including, at minimum:
    - Local regulatory enforcement action taken against an illicit discharge in response to this spill, as applicable, and
    - Identifiable system modifications, and operation and maintenance program modifications needed to prevent repeated spill occurrences at the same spill event location, including:
      - Adjusted schedule/method of preventive maintenance,
      - Planned rehabilitation or replacement of sanitary sewer asset,
      - Inspected, repaired asset(s), or replaced defective asset(s),
      - Capital improvements,
      - Documentation verifying immediately implemented system modifications and operating/maintenance modifications,
      - Description of spill response activities,

- Spill response completion date, and
- Ongoing investigation efforts, and expected completion date of investigation to determine the full cause of spill;

21. Detailed narrative of investigation and investigation findings of cause of spill.

3.4. Monthly Certified Spill Reporting for Category 4 Spills

The Enrollee shall report and certify the estimated total spill volume exiting the sanitary sewer system, and the total number of all Category 4 spills to the online CIWQS Sanitary Sewer System Database, within 30 calendar days after the end of the month in which the spills occurred.

3.5. Amended Certified Spill Reports for Category 3 Spills

Within 90 calendar days of the certified Spill Report due date, the Enrollee may update or add additional information to a certified Spill Report by amending the report or by adding an attachment to the Spill Report in the online CIWQS Sanitary Sewer System Database. The Enrollee shall certify the amended report.

After 90 calendar days, the Legally Responsible Official shall contact the State Water Board at SanitarySewer@waterboards.ca.gov to request to amend a certified Spill Report. The Legally Responsible Official shall submit justification for why the additional information was not reported within the 90-day timeframe for amending the certified Spill Report, as provided above.

3.6. Annual Certified Spill Reporting of Category 4 and/or Lateral Spills

For all Category 4 spills and spills from its owned and/or operated laterals that are caused by a failure or blockage in the lateral and that do not discharge to a surface water, the Enrollee shall:

- Maintain records per section 4.4. of this Attachment;

  The Enrollee shall provide records upon request by State Water Board or Regional Water Board staff.

- Annually upload and certify a report, in an appropriate digital format, of all recordkeeping of spills to the online CIWQS Sanitary Sewer System Database, by February 1st after the end of the calendar year in which the spills occurred.

A spill from an Enrollee-owned and/or operated lateral that discharges to a surface water is a Category 1 spill; the Enrollee shall report all Category 1 spills per section 3.1 of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of this General Order.

3.7. Monthly Certification of "No-Spills" or "Category 4 Spills" and/or "Non-Category 1 Lateral Spills"

If either (1) no spills occur during a calendar month or (2) only Category 4, and/or Enrollee-owned and/or operated lateral spills (that do not discharge to a surface water) occur during a calendar month, the Enrollee shall certify, within 30 calendar days after

the end of each calendar month, either a “No-Spill” certification statement, or a “Category 4 Spills” and/or “Non-Category 1 Lateral Spills” certification statement, in the online CIWQS Sanitary Sewer System Database, certifying that there were either no spills, or Category 4 and/or Non-Category 1 Lateral Spills that will be reported annually (per section 3.6 of this Attachment) for the designated month.

If a spill starts in one calendar month and ends in a subsequent calendar month, and the Enrollee has no further spills of any category, in the subsequent calendar month, the Enrollee shall certify “no-spills” for the subsequent calendar month.

If the Enrollee has no spills from its systems during a calendar month, but the Enrollee voluntarily reported a spill from a private lateral or a private system, the Enrollee shall certify “no-spills” for that calendar month.

If the Enrollees has spills from its owned and/or operated laterals during a calendar month, the Enrollee shall not certify “no spills” for that calendar month.

3.8. Electronic Sanitary Sewer System Service Area Boundary Map

The Legally Responsible Official shall submit, to the State Water Board, an up-to-date electronic spatial map of its sewer system service area boundaries. The map must be in accordance with section 5.14 (Electronic Sanitary Sewer System Service Area Boundary Map) of this General Order and the specification provided on the statewide Sanitary Sewer Systems program website. The map must include the location of wastewater treatment facility(ies) that treats the sewer system waste, if in the same sewer service boundary.

By the Effective Date of this General Order, specifications for the electronic sanitary sewer service area boundary map format will be provided on the statewide Sanitary Sewer Systems Order program website.

3.9. Annual Report (Previously termed as Collection System Questionnaire in General Order 2006-0003-DWQ)

A new Enrollee shall complete and submit its first certified Annual Report into the online CIWQS Sanitary Sewer System Database, **within 30 days of obtaining a CIWQS account**; Subsequent Annual Reports are due by April 1 of each year.

All enrollees shall update their previous year’s Annual Report, **by April 1 of each year after the Effective Date of this General Order,** for each calendar year (January 1 through December 31)**.**

The Annual Report must be entered directly into the online CIWQS Sanitary Sewer System Database. The Enrollee’s Legally Responsible Official shall certify the Annual Report as instructed in CIWQS;

The Annual Report must address, and update as applicable, the following items:

- Population served;

- Updated sewer system service area boundary map, if service area boundary has changed from original map submitted per section 5.14 (Electronic Sanitary Sewer System Service Area Boundary Map) of this General Order;
- Number of system operation and maintenance staff:
  - Entry level (less than two years of experience),
  - Journey level (greater than two years of experience),
  - Supervisory level, and
  - Managerial level;
- Number of operation and maintenance staff certified as a certified collection system operator by the California Water Environmental Association (CWEA), with:
  - Corresponding number of certified collection system operator grade levels (Grade I, II, III, IV, and V);
- System information:
  - Miles of system gravity and force mains,
  - Number of upper and lower service laterals connected to system,
  - Estimated number of upper and lower laterals owned and/or operated by the Enrollee,
  - Portion of laterals that is Enrollee's responsibility,
  - Average age the major components of system infrastructure,
  - Number and age of pump stations, and
  - Estimated total miles of the system pipeline not accessible for maintenance;
- Name and location of the treatment plant(s) receiving sanitary sewer system's waste;
- Name of satellite sewer system tributaries;
- Number of system's gravity sewer above or underground crossings of water bodies throughout system;
- Number of force main (pressurized pipe) above or underground crossings of water bodies throughout system;
- Number of siphons used to convey waste throughout the sewer system;
- Miles of sewer system cleaned;
- Miles of sewer system video inspected, or comparable (i.e., video closed-circuit television or alternative inspection methods);
- System Performance Evaluation as specified in section 5.11 (System Performance Analysis) of this General Order;
- Major spill causes (for example, root intrusion, grease deposition);

- System infrastructure failure points (for example, main, pump station, lateral, etc.);
- Ongoing spill investigations; and
- Actions taken to address system deficiencies.

3.10. Sewer System Management Plan Audit Reporting Requirements

The Enrollee shall submit its Sewer System Management Plan Audit and other pertinent audit information, in accordance with section 5.4 (Sewer System Management Plan Audits) of this General Order, to the online CIWQS Sanitary Sewer System Database **by six (6) months after the end of the 3-year audit period**.

If a Sewer System Management Plan Audit is not conducted as required: the Enrollee shall:

- Update the online CIWQS Sanitary Sewer System Database and select the justification for not conducting the Audit; and
- Notify its corresponding Regional Water Board (see Attachment F (Regional Water Quality Control Board Contact Information)) of the justification for the lapsed requirements.

The Enrollee's reporting of a justification for not conducting a timely Audit does not justify non-compliance with this General Order. The Enrollee shall:

- Submit the late Audit as required in this General Order; and
- Comply with subsequent Audit requirements and due dates corresponding with the original audit cycle.

3.11. Sewer System Management Plan Reporting Requirements

For an Existing Enrollee previously regulated by Order 2006-0003-DWQ: **Within every six (6) years after the required due date of its last Plan Update**, the Legally Responsible Official shall upload and certify a local governing entity-approved Sewer System Management Plan Update to the online CIWQS Sanitary Sewer System Database. If the electronic document format or size capacity prevents the electronic upload of the Plan, the Legally Responsible Official shall report an electronic link to its updated Sewer System Management Plan posted on its own website.

Order 2006-0003-DWQ required each enrollee to develop its initial Sewer System Management Plan per the following schedule, with required Plan updates at a frequency of 5-years thereafter:

Systems serving populations: Greater than 100,000: May 2, 2009

Between 100,000 and 10,000: August 2, 2009

Between 10,000 and 2,500: May 2, 2010

Less than 2,500: August 2, 2010

This Order carries forth the previously-required Plan Update schedule per Order 2006-0003-DWQ. Per the six-year Plan Update frequency required in this Order, the Enrollee shall upload and certify its first Plan Update, to the online CIWQS Sanitary Sewer System Database by the following due dates, with subsequent Plan Updates at the frequency of six years thereafter:

Systems serving populations: Greater than 100,000: May 2, 2025

Between 100,000 and 10,000: August 2, 2025

Between 10,000 and 2,500: May 2, 2026

Less than 2,500: August 2, 2026

For a New Enrollee: **Within twelve (12) months of its Application for Enrollment Approval date**, the Legally Responsible Official of a new Enrollee shall upload and certify a local governing entity-approved Sewer System Management Plan to the online CIWQS Sanitary Sewer System Database. If electronic document format or size capacity prevents the electronic upload of the Plan, the Legally Responsible Official shall report an electronic link to its Sewer System Management Plan posted on its own website. The due date for subsequent 6-year Plan updates, is six (6) years from the submittal due date of the new Enrollee's first Sewer System Management Plan.

4. RECORDKEEPING REQUIREMENTS

The Enrollee shall maintain records to document compliance with the provisions of this General Order, and previous General Order 2006-0003-DWQ as applicable, for each sanitary sewer system owned, including any required records generated by an Enrollee's contractor(s).

4.1. Recordkeeping Time Period

The Enrollee shall maintain records of documents required in this Attachment, including records collected for compliance with this General Order, and records collected in accordance with previous General Order 2006-0003-DWQ, for five (5) years.

4.2. Availability of Documents

The Enrollee shall make the records required in this General Order readily available, either electronic or hard copies, for review by Water Board staff during onsite inspections or through an information request.

4.3. Spill Reports

The Enrollee shall maintain records for each of the following spill-related events and activities:

- Spill event complaint, including but not limited to records documenting how the Enrollee responded to notifications of spills. Each complaint record must, at a minimum, include the following information:
    - Date, time, and method of notification,

- Date and time the complainant first noticed the spill, if available,
- Narrative description of the complaint, including any information the caller provided regarding whether the spill has reached surface waters or a drainage conveyance system, if available,
- Complainant's contact information, if available, and
- Final resolution of the complaint;

- Records documenting the steps and/or remedial action(s) undertaken by the Enrollee, using all available information, to comply with this General Order, and previous General Order 2006-0003-DWQ as applicable;
- Records documenting how estimate(s) of volume(s) and, if applicable, volume(s) of spill recovered were calculated;
- All California Office of Emergency Services notification records, as applicable; and
- Records, in accordance with the Monitoring Requirements in this Attachment.

4.4. Recordkeeping of Category 4 Spills and Non-Category 1 Lateral Spills

An Enrollee must maintain the following records for each individual Category 4 spill and for each individual non-Category 1 Enrollee-owned and/or operated lateral spill, and report in accordance to section 3.6 (Annual Certified Spill Reporting of Category 4 and/or Lateral Spills) of this Attachment.

Recordkeeping of Individual Category 4 Spill Information:

1. Contact information: Name and telephone number of Enrollee contact person to respond to spill-specific questions;
2. Spill location name;
3. Description and GPS coordinates for the system location where the spill originated;
4. Did the spill reach a drainage conveyance system? If Yes:
   - Description of drainage conveyance system location,
   - Estimated spill volume fully recovered within the drainage conveyance system, and
   - Estimated spill volume remaining within the drainage conveyance system;
5. Estimated total spill volume exiting the sanitary sewer system;
6. Spill date and start time;
7. Spill cause(s) (for example, root intrusion, grease deposition, etc.);
8. System failure location (for example, main, pump station, etc.);
9. Description of spill response activities including description of immediate spill containment and cleanup efforts;
10. Description of how the volume estimation was calculated, including, at minimum:

- The methodology and type of data relied upon, including supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered), and
- The methodology and type of data relied upon to estimate the spill start time, on-going spill rate at time of arrival (if applicable), and the spill end time;

11. Description of implemented system modifications and operating/maintenance modifications.

Recordkeeping of Individual Lateral Spill Information:

1. Date and time the Enrollee was notified of, or self-discovered, the spill;
2. Location of individual spill;
3. Estimated individual spill volume;
4. Spill cause(s) (for example, root intrusion, grease deposition, etc.); and
5. Description of how the volume estimations were calculated.

Total Annual Spill Information:

1. Estimated total annual spill volume;
2. Description of spill corrective actions, including at minimum:
   - Local regulatory enforcement action taken against the sewer lateral owner in response to a spill, as applicable, and
   - System operation, maintenance and program modifications implemented to prevent repeated spill occurrences at the same spill location.

4.5. Sewer System Telemetry Records

The Enrollee shall maintain the following sewer system telemetry records if used to document compliance with this General Order, and previous General Order 2006-0003-DWQ as applicable, including spill volume estimates:

- Supervisory control and data acquisition (SCADA) system(s);
- Alarm system(s);
- Flow monitoring device(s) or other instrument(s) used to estimate sewage flow rates, and/or volumes;
- Computerized maintenance management system records; and
- Asset management-related records.

4.6. Sewer System Management Plan Implementation Records

The Enrollee shall maintain records documenting the Enrollee's implementation of its Sewer System Management Plan, including documents supporting its Sewer System Management Plan audits, corrections, modifications, and updates to the Sewer System Management Plan.

4.7. Audit Records

The Enrollee shall maintain, at minimum, the following records pertaining to its Sewer System Management Plan audits, and other internal audits:

- Completed audit documents and findings;
- Name and contact information of staff and/or consultants that conducted or involved in the audit; and
- Follow-up actions based on audit findings.

4.8. Equipment Records

The Enrollee shall maintain a log of all owned and leased sewer system cleaning, operational, maintenance, construction, and rehabilitation equipment.

4.9. Work Orders

The Enrollee shall maintain record of work orders for operations and maintenance projects.

ATTACHMENT E2 – SUMMARY OF NOTIFICATION, MONITORING AND REPORTING REQUIREMENTS

This Attachment provides a summary of notification, monitoring and reporting requirements, by spill category, and for Enrollee-owned and/or operated laterals as required in Attachment E1 of this General Order, for quick reference purposes only.

Table E2-1

Spill Category 1: Spills to Surface Waters

Spill Requirement	Due	Method
Notification	**Within two (2) hours** of the Enrollee's knowledge of a Category 1 spill of 1,000 gallons or greater, discharging or threatening to discharge to surface waters: Notify the California Office of Emergency Services and obtain a notification control number.	California Office of Emergency Services at: (800) 852-7550 (Section 1 of Attachment E1)
Monitoring	• Conduct spill-specific monitoring; • Conduct water quality sampling of the receiving water within **18 hours** of initial knowledge of spill of 50,000 gallons or greater to surface waters.	(Section 2 of Attachment E1)
Reporting	• Submit Draft Spill Report **within three (3) business days** of the Enrollee's knowledge of the spill; • Submit Certified Spill Report **within 15 calendar days** of the spill end date; • Submit Technical Report **within 45 calendar days** after the spill end date for a Category 1 spill in which **50,000 gallons or greater** discharged to surface waters; and • Submit Amended Spill Report **within 90 calendar days** after the spill end date.	(Section 3.1 of Attachment E1)

Table E2-2
Spill Category 2: **Spills of 1,000 Gallons or Greater That Do Not Discharge to Surface Waters**

Spill Requirements	Due	Method
Notification	**Within two (2) hours** of the Enrollee's knowledge of a Category 2 spill of 1,000 gallons or greater, discharging or threatening to discharge to waters of the State: Notify California Office of Emergency Services and obtain a notification control number.	California Office of Emergency Services at: (800) 852-7550 (Section 1 of Attachment E1)
Monitoring	Conduct spill-specific monitoring.	(Section 2 of Attachment E1)
Reporting	• Submit Draft Spill Report **within three (3) business days** of the Enrollee's knowledge of the spill; • Submit Certified Spill Report **within 15 calendar days** of the spill end date; and • Submit Amended Spill Report **within 90 calendar days** after the spill end date.	(Section 3.2 of Attachment E1)

Table E2-3
Spill Category 3: Spills of Equal or Greater than 50 Gallons and Less than 1,000 Gallons That Does Not Discharge to Surface Waters

Spill Requirements	Due	Method
Notification	Not Applicable	Not Applicable
Monitoring	Conduct spill-specific monitoring.	(Section 2 of Attachment E1)
Reporting	• Submit monthly Certified Spill Report to the online CIWQS Sanitary Sewer System Database within **30 calendars days** after the end of the month in which the spills occur; and • Submit Amended Spill Reports **within 90 calendar days** after the Certified Spill Report due date.	(Section 3.3 and 3.5 of Attachment E1)

Table E2-4
Spill Category 4: Spills Less Than 50 Gallons That Do Not Discharge to Surface Waters

Spill Requirements	Due	Method
Notification	Not Applicable	Not Applicable
Monitoring	Conduct spill-specific monitoring.	(Section 2 of Attachment E1)
Reporting	• If, during any calendar month, Category 4 spills occur, certify monthly, the estimated total spill volume exiting the sanitary sewer system, and the total number of all Category 4 spills into the online CIWQS Sanitary Sewer System Database, within 30 days after the end of the calendar month in which the spills occurred. • Upload and certify a report, in an acceptable digital format, of all Category 4 spills to the online CIWQS Sanitary Sewer System Database, by February 1st after the end of the calendar year in which the spills occur.	(Section 3.4, 3.6, 3.7 and 4.4 of Attachment E1)

Table E2-5
Enrollee Owned and/or Operated Lateral Spills That Do Not Discharge to Surface Waters

Spill Requirements	Due	Method
Notification	**Within two (2) hours** of the Enrollee's knowledge of a spill of 1,000 gallons or greater, from an enrollee-owned and/or operated lateral, discharging or threatening to discharge to waters of the State: Notify California Office of Emergency Services and obtain a notification control number. Not applicable to a spill of less than 1,000 gallons.	California Office of Emergency Services at: (800) 852-7550 (Section 1 of Attachment E1)
Monitoring	Conduct visual monitoring.	(Section 2 of Attachment E1)
Reporting	• Upload and certify a report, in an acceptable digital format, of all lateral spills (that do not discharge to a surface water) to the online CIWQS Sanitary Sewer System Database, by February 1st after the end of the calendar year in which the spills occur. • Report a lateral spill of any volume that discharges to a surface water as a Category 1 spill.	(Sections 3.6, 3.7 and 4.4 of Attachment E1)

ATTACHMENT F – REGIONAL WATER QUALITY CONTROL BOARD CONTACT INFORMATION

This Attachment provides a map, list of counties, and contact information to assist the Enrollee in identifying the corresponding Regional Water Quality Control Board office, for all Regional Water Board notification requirements in this General Order.



Region 1 -- North Coast Regional Water Quality Control Board:
Del Norte, Glenn, Humboldt, Lake, Marin, Mendocino, Modoc, Siskiyou, Sonoma, and Trinity counties.

RB1SpillReporting@waterboards.ca.gov or (707) 576-2220

Region 2 -- San Francisco Bay Regional Water Quality Control Board:
Alameda, Contra Costa, San Francisco, Santa Clara (Northern most part of Morgan Hill), San Mateo, Marin, Sonoma, Napa, Solano counties.

RB2SpillReports@waterboards.ca.gov or (510) 622-2369

Region 3 -- Central Coast Regional Water Quality Control Board:
Santa Clara (most of Morgan Hill), San Mateo (Southern portion), Santa Cruz, San Benito, Monterey, Kern (small portions), San Luis Obispo, Santa Barbara, Ventura (Northern portion) counties.

CentralCoast@waterboards.ca.gov or (805) 549-3147

Region 4 -- Los Angeles Regional Water Quality Control Board:
Los Angeles, Ventura counties (small portions of Kern and Santa Barbara counties).

rb4-ssswdr@waterboards.ca.gov or (213) 576-6600

Region 5 -- Central Valley Regional Water Quality Control Board:

Rancho Cordova (Sacramento) Office: Colusa, Lake, Sutter, Yuba, Sierra, Nevada, Placer, Yolo, Napa, (North East), Solano (West), Sacramento, El Dorado, Amador, Calaveras, San Joaquin, Contra Costa (East), Stanislaus, Tuolumne counties.

RB5sSpillReporting@waterboards.ca.gov or (916) 464-3291

Fresno Office: Fresno, Kern, Kings, Madera, Mariposa, Merced, and Tulare counties, and small portions of San Benito and San Luis Obispo counties.

RB5fSpillReporting@waterboards.ca.gov or (559) 445-5116

Redding Office: Butte, Glen, Lassen, Modoc, Plumas, Shasta, Siskiyou, and Tehama counties.

RB5rSpillReporting@waterboards.ca.gov or (530) 224-4845

Region 6 -- Lahontan Regional Water Quality Control Board:

Lake Tahoe Office: Alpine, Modoc (East), Lassen (East side and Eagle Lake), Sierra, Nevada, Placer, El Dorado counties.

RB6sSpillReporting@waterboards.ca.gov or (530) 542-5400

Victorville Office: Mono, Inyo, Kern (East), San Bernardino, Los Angeles (North East corner) counties.

RB6vSpillReporting@waterboards.ca.gov or (760) 241-6583

Region 7 -- Colorado River Basin Regional Water Quality Control Board:

Imperial county and portions of San Bernardino, Riverside, San Diego counties.

RB7SpillReporting@waterboards.ca.gov or (760) 346-7491

Region 8 -- Santa Ana Regional Water Quality Control Board:

Orange, Riverside, San Bernardino counties.

RB8SpillReporting@waterboards.ca.gov or (951) 782-4130

Region 9 -- San Diego Regional Water Quality Control Board:

San Diego county and portions of Orange and Riverside counties.

RB9Spill_Report@waterboards.ca.gov or (619) 516-1990

End of Order 2022-0103-DWQ

October 7, 2025

Agenda Item 1.F

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution adopting an amended Operating and Capital Budget for the Fiscal Year ending June 30, 2025, and making such amended budget to be retroactively effective.

EXECUTIVE SUMMARY

Staff recommends that the City Council adopt a Resolution adopting an amended Operating and Capital Budget for the Fiscal Year (FY) ending June 30, 2025, and making such amended budget retroactively effective. On June 25, 2024, the City Council adopted the FY 2024-25 Operating and Capital Budget (FY 2024-25 Budget). This report provides an update of the City's current un-audited financial performance, for the Fourth Quarter (Q4), through June 30, 2025. This financial summary identifies Q4 General Fund revenue and expenditure actuals and encumbrances, and the requisite amendments that staff recommends the City Council make, to become effective retroactively, to the FY 2024-25 Budget to account for the actuals and encumbrances.

BACKGROUND AND LEGISLATIVE HISTORY

Quarterly, staff prepares a report to the City Council on the year-to-date revenues and expenditures as compared to the amended budget. This report provides an update and summary of the City's current financial performance, for FY 2024-25 Q4 through June 30, 2025, and requests that the City Council amend revenue and expenditures for the FY 2024-25 Budget to account for actuals.

ANALYSIS

FY 2024-25 General Fund Budget to Actuals (Unaudited)

The chart below reviews year-to-date revenues and expenditures as compared to the adopted budget for Fiscal Year ending June 30, 2025. For comparison FY2023/24 Actuals are also provided.

REVENUES	**FY 23/24**	**FY 24/25**	**FY 24/25**	***Adopted vs Amended***	***FY24 vs FY25***
(in thousands)	**Actual Q4**	**Adopted**	**Amended**		
Property Tax	$ 33,940	$ 34,104	$ 35,682	*4%*	*5%*
Sales Tax	84,996	66,172	82,911	*20%*	*-3%*
Sales Tax Measure V	12,111	12,026	11,899	*-1%*	*-2%*
Other Taxes	11,219	2,500	7,279	*66%*	*-54%*
Other Revenues	29,611	23,407	35,492	*34%*	*17%*
Total Revenues	**$ 171,877**	**$138,209**	**$ 173,263**	*20%*	*1%*

EXPENDITURES	**FY 23/24**	**FY 24/25**	**FY 24/25**		
(in thousands)	**Actual Q4**	**Adopted**	**Amended**		
Personnel	$ 59,380	$ 61,538	$ 68,975	*11%*	*14%*
Contracted Services	27,067	32,224	31,769	*-1%*	*15%*
Supplies & Equipment	3,244	3,489	2,794	*-25%*	*-16%*
Utilities	2,847	2,269	3,589	*37%*	*21%*
Internal Service Charges	12,858	14,917	14,852	*0%*	*13%*
Capital	2,274	-	880	*100%*	*-158%*
Other Payments	792	690	719	*4%*	*-10%*
Net Transfers In/(Out)	47,811	21,936	31,727	*31%*	*-51%*
Total Expenditures	**$ 156,273**	**$137,063**	**$ 155,305**	*12%*	*-1%*
Total Change in Net Position	$ 15,604	$ 1,146	$ 17,958		

**Amended based on Estimated Actuals*

General Fund revenues overall increased by $35 million from the FY2024/25 adopted budget which represents a 20% increase. In comparison to the previous Fiscal Year, revenue increased by 20%. The most significant increase was to Sales Tax, with increased sales through ecommerce. The previous fiscal year had also seen a significant increase, with assumptions that it was specific to that year with at total of $84.9 million received in FY2023/24. As FY2024/25 sales tax revenues were received, the increase proved from the prior year to be ongoing.

Overall expenses increased by $18.2 million from the FY2024/25 adopted budget, which represents a 12% increase. In comparison to the previous Fiscal Year, expenses increased by 15%. Personnel costs increased by $7.4 million, which is a 11% increase from the adopted budget. This was attributed to an increase in overtime for the Police Department, benefits, and the CalPERS Costs. As compared to the prior fiscal year, there was a $1.5 m increase, 3%, that was attributed to MOU increases of 3.5%, overtime for the Police Department and retiree medical expenses.

Transfers out increased by $9.7 million, which is a 12% increase from the adopted budget. State law known as the Gann limit, places a cap on the amount of proceeds of tax spent on operating expenditures in the fiscal year. The Gann limit is adjusted annually for inflation and population and is adopted by Council during the annual budget process. Expenditures for infrastructure are not subject to the Gann limit, ensuring that tax proceeds are being invested into both the City's operations and infrastructure. As a result, transfers out have increased to adjust for the year end surplus revenues to be set aside for future deferred maintenance and capital improvement projects.

The following provides additional detail for Measure V Sales Tax, year-to-date revenues and expenditures as compared to the adopted budget for Fiscal Year ending June 30, 2025. For comparison FY2023/24 Actuals are also provided.

Measure V Sales Tax (in thousands)	**FY 23/24 Q4 Actuals**	**FY 24/25 Adopted Budget**	**FY 24/25 Amended Budget**	***Adopted vs Amended***	***FY24 vs FY25***
Revenues					
Measure V Sales Tax	12,111	12,026	11,899	-1%	-2%
Total Revenues	**12,111**	**12,026**	**11,899**	-1%	-2%
Expenses					
Operations					
Staffing	697	1,440	978	-47%	29%
Legacy Operations	459	244	324	25%	-42%
	1,155	1,684	1,302	-29%	11%
Debt Service Payments					
Debt Service - Bond Legacy	1,653	1,657	1,657	0%	0%
Debt Service - Bond MGRC	-	2,087	2,087	0%	100%
	1,653	3,744	3,744	0%	56%
Transfers Out to Measure V Capital					
78054-Aquatic Center	9,302		379	100%	
78186-Nature Park			6,474	100%	
Measure V Capital		6,597		0%	
	9,302	6,597	6,853	4%	-36%
Total Expenses	**12,111**	**12,026**	**11,899**		

The Other Taxes revenue category includes Cannabis, Business Tax and Transient Occupancy Taxes (TOT). The chart below reviews year-to-date revenues as compared to the adopted budget for Fiscal Year ending June 30, 2025. For comparison, FY2023/24 Actuals are also provided. For the FY2024/25 Adopted Budget, the revenues for Business License had not been determined, and were adjusted at the mid-year once council had determined what changes were to be made to the previous structure.

Other Taxes	FY 23/24	FY 24/25	FY 24/25	*Adopted vs Amended*	*FY24 vs FY25*
(in thousands)	Actual Q4	Adopted	Amended		
Business License Tax	$ 8,807	$ -	$ 4,142	100%	-113%
Cannabis Tax	481	500	1,117	55%	57%
Transient Lodging Tax	1,931	2,000	2,020	1%	4%
Total Othe Taxes	**$ 11,219**	**$ 2,500**	**$ 7,279**	66%	-54%

The Other Revenues category includes:

- Charges for Services - Recreation & Arts Program Fees, Right of Way Maintenance Fees (Water/Wastewater) and Central Administration Services
- Contributions
- Fines and Forfeitures – Citations, Fines & Penalties
- Licenses and Permits - PD & Animal Services and Franchise Fees
- Other Revenues
- Revenues from Other Agencies – State/County Grants (PD)
- Special Assessments
- Use of Money – Interest Earnings (Quarterly Allocation across funds)

The cities investments have seen a substantial increase for interest earnings, which accounts for $6.2 million of the overall increase to other revenues.

Other Revenues	FY 23/24 Actual Q4	FY 24/25 Adopted	FY 24/25 Amended	*Adopted vs Amended*	*FY24 vs FY25*
(in thousands)					
Charges for Services	$ 12,791	$ 13,882	$ 14,568	5%	12%
Contributions	1,182	75	1,457	95%	19%
Fines and Forfeitures	191	170	252	33%	24%
Other Revenues	1,359	295	874	66%	-55%
Revenues From Other Agencies	4,287	2,280	3,710	39%	-16%
Use of Money	4,267	2,000	8,288	76%	49%
Total Other Revenues	**$ 24,077**	**$ 18,702**	**$ 29,149**	36%	17%

The following table provides comparisons from FY2023-24 actuals, the adopted FY2024-25 Budget, the amended FY2024-25 Budget to provide estimated year end reserve balances.

EXPENDITURES (in thousands)	FY 23/24 Actual Q4	FY 24/25 Adopted	FY 24/25 Amended
Property Tax	$ 33,940	$ 34,104	$ 35,682
Sales Tax	84,996	66,172	82,911
Sales Tax (MEASURE V)	12,111	12,026	11,899
Other Taxes	11,219	2,500	7,279
Other Revenues	29,611	23,407	35,492
Total Revenues	**$ 171,877**	**$ 138,209**	**$ 173,263**
EXPENDITURES (in thousands)			
Personnel	$ 59,380	$ 61,538	$ 68,975
Contract Services	27,067	32,224	31,769
Supplies & Equipment	3,244	3,489	2,794
Utilities	2,847	2,269	3,589
Internal Service Charges	12,858	14,917	14,852
Capital	2,274	-	880
Other Payments	792	690	719
Total Expenditures	**$ 108,462**	**$ 115,127**	**$ 123,578**
TRANSFERS			
Transfers In	202	10	224
Transfers Out	(7,534)	(4,247)	(4,563)
Transfers Out: Debt Service	(2,676)	(4,775)	(4,775)
Total Recurring Transfers	(10,008)	(9,012)	(9,114)
Measure V Capital	(9,302)	(6,597)	(6,853)
Capital	(28,501)	(6,327)	(15,760)
Total Capital Transfers	(37,803)	(12,924)	(22,613)
TOTAL NET TRANSFERS IN/(OUT)	**$ (47,811)**	**$ (21,936)**	**$ (31,727)**
Total Change in Net Position	**$ 15,604**	**$ 1,146**	**$ 17,958**
Prior Year Reserves	40,503	55,256	55,256
(Prior Year Adjustment)			234
Use of Reserves			
Non-Spendable	5,989		6,656
Restricted	9,434		14,861
Committed	19,919		21,189
Assigned	15,897		16,723
Unassigned (deficit)	4,017		14,198
Year End Reserves	55,256		73,627

FISCAL IMPACT

Quarterly, staff prepares a report to the City Council on the year-to-date revenues and expenditures as compared to the adopted budget as of June 30, 2025. Staff is recommending amendments to the City Operating and Capital Budget for FY2024-25 to account for actuals.

STRATEGIC PLAN

This agenda item supports the Governance strategic priority, goal two, ensure shot and long-term fiscal health.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution adopting an amended Operating and Capital Budget for the Fiscal Year ending June 30, 2025, and making such amended budget to be retroactively effective.

Prepared by: Felicia Galindo, Budget 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 - Amended Budget

EXPENDITURES (in thousands)	FY 23/24 Actual Q4	FY 24/25 Adopted	FY 24/25 Actual Q4	FY 24/25 Amended
Property Tax	$ 33,940	$ 34,104	$ 35,682	$ 35,682
Sales Tax	84,996	66,172	82,911	82,911
Sales Tax (MEASURE V)	12,111	12,026	11,899	11,899
Other Taxes	11,219	2,500	7,279	7,279
Other Revenues	29,611	23,407	35,492	35,492
Total Revenues	**$ 171,877**	**$ 138,209**	**$ 173,263**	**$ 173,263**
EXPENDITURES (in thousands)				
Personnel	$ 59,380	$ 61,538	$ 68,975	$ 68,975
Contract Services	27,067	32,224	31,769	31,769
Supplies & Equipment	3,244	3,489	2,794	2,794
Utilities	2,847	2,269	3,589	3,589
Internal Service Charges	12,858	14,917	14,852	14,852
Capital	2,274	-	880	880
Other Payments	792	690	719	719
Total Expenditures	**$ 108,462**	**$ 115,127**	**$ 123,578**	**$ 123,578**
TRANSFERS				
Transfers In	202	10	224	224
Transfers Out	(7,534)	(4,247)	(4,563)	(4,563)
Transfers Out: Debt Service	(2,676)	(4,775)	(4,775)	(4,775)
Total Recurring Transfers	(10,008)	(9,012)	(9,114)	(9,114)
Measure V Capital	(9,302)	(6,597)	(6,853)	(6,853)
Capital	(28,501)	(6,327)	(15,760)	(15,760)
Total Capital Transfers	(37,803)	(12,924)	(22,613)	(22,613)
TOTAL NET TRANSFERS IN/(OUT)	**$ (47,811)**	**$ (21,936)**	**$ (31,727)**	**$ (31,727)**
Total Change in Net Position	**$ 15,604**	**$ 1,146**	**$ 17,958**	**$ 17,958**
Prior Year Reserves	40,503	55,256	55,256	55,256
(Prior Year Adjustment)				234
Use of Reserves				
Non-Spendable	5,989			6,656
Restricted	9,434			14,861
Committed	19,919			21,189
Assigned	15,897			16,723
Unassigned (deficit)	4,017			14,198
Year End Reserves	55,256			73,627

	2023/2024 (Actuals)	2024/2025 (Adopted)	2024/2025 (Actuals)	2024/2025 (Amended)
General Fund	189,351	153,243	188,501	188,501
Development Services	12,536	12,393	19,513	19,513
Special Revenue	17,163	8,380	24,543	24,543
Gas Tax	7,493	5,060	5,750	5,750
General Fund Capital	68,770	12,524	90,807	90,807
Capital	32,770	800	36,016	36,016
Debt	60,231	8,212	8,750	8,750
Internal Services	25,553	25,601	26,701	26,701
Wastewater	30,341	23,206	28,490	28,490
Water	31,138	22,844	29,518	29,518
Solid Waste	35,873	38,122	43,010	43,010
Storm Drain	1,583	854	918	918
Airport Enterprise	1,169	1,244	2,036	2,032
Transit	11,642	7,767	16,212	16,212
Total Revenue	525,613	320,250	520,765	520,761
General Fund	175,424	152,597	170,703	170,703
Development Services	14,797	18,328	15,882	15,882
Special Revenue	13,419	10,831	26,522	26,522
Gas Tax	5,087	5,746	6,032	6,032
General Fund Capital	31,801	64,901	34,168	34,168
Capital	4,225	21,163	23,077	23,077
Debt	10,574	8,248	60,064	60,064
Internal Services	21,718	25,305	24,320	24,320
Wastewater	29,699	23,153	20,586	20,586
Water	29,801	26,850	27,510	27,510
Solid Waste	36,885	37,379	39,913	39,913
Storm Drain	2,133	622	491	491
Airport Enterprise	2,395	1,243	1,805	1,805
Transit	7,351	13,600	15,093	15,093
Total Expense	385,309	409,966	466,166	466,166

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

ADOPTING AN AMENDED OPERATING AND CAPITAL BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2025 AND MAKING SUCH AMENDED BUDGET TO BE RETROACTIVELY EFFECTIVE

WHEREAS, the City Council, on June 25, 2024, adopted the Fiscal Year (FY) 2024-25 Operating and Capital Budget (FY 2024-25 Budget) for the City of Tracy (City); and

WHEREAS, based upon a review of the actual revenues and expenditures, staff has prepared and proposed additional amendments to the FY 2024-25 Budget, which are reflected in the Amended FY 2024-25 Budget (Attachment A); and

WHEREAS, the City Council has considered information related to these matters, as presented at a public meeting of the City Council, including any supporting documents and reports by City staff, and any information provided during that public meeting; and

WHEREAS, the City Council has reviewed the level of budgeting control needed by the City Manager to ensure efficiency in managing the operations of the City, including the authorization of budget transfers between funds; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby adopts the Amended Operating and Capital Budget for Fiscal Year 2024-25 as evidenced by the FY2024-25 Revised General Fund Budget reflected in Attachment A; and be it further

RESOLVED: That the City Council directs that the amended budget become effective retroactively.

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

The foregoing Resolution 2025-_____ was adopted by the City Council on the 7th day of October, 2025, by the following vote:

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

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

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

Exhibits:

Exhibit 1 - Amended Budget

Exhibit 1

EXPENDITURES (in thousands)	FY 23/24 Actual Q4	FY 24/25 Adopted	FY 24/25 Actual Q4	FY 24/25 Amended
Property Tax	$ 33,940	$ 34,104	$ 35,682	$ 35,682
Sales Tax	84,996	66,172	82,911	82,911
Sales Tax (MEASURE V)	12,111	12,026	11,899	11,899
Other Taxes	11,219	2,500	7,279	7,279
Other Revenues	29,611	23,407	35,492	35,492
Total Revenues	**$ 171,877**	**$ 138,209**	**$ 173,263**	**$ 173,263**
EXPENDITURES (in thousands)				
Personnel	$ 59,380	$ 61,538	$ 68,975	$ 68,975
Contract Services	27,067	32,224	31,769	31,769
Supplies & Equipment	3,244	3,489	2,794	2,794
Utilities	2,847	2,269	3,589	3,589
Internal Service Charges	12,858	14,917	14,852	14,852
Capital	2,274	-	880	880
Other Payments	792	690	719	719
Total Expenditures	**$ 108,462**	**$ 115,127**	**$ 123,578**	**$ 123,578**
TRANSFERS				
Transfers In	202	10	224	224
Transfers Out	(7,534)	(4,247)	(4,563)	(4,563)
Transfers Out: Debt Service	(2,676)	(4,775)	(4,775)	(4,775)
Total Recurring Transfers	(10,008)	(9,012)	(9,114)	(9,114)
Measure V Capital	(9,302)	(6,597)	(6,853)	(6,853)
Capital	(28,501)	(6,327)	(15,760)	(15,760)
Total Capital Transfers	(37,803)	(12,924)	(22,613)	(22,613)
TOTAL NET TRANSFERS IN/(OUT)	**$ (47,811)**	**$ (21,936)**	**$ (31,727)**	**$ (31,727)**
Total Change in Net Position	**$ 15,604**	**$ 1,146**	**$ 17,958**	**$ 17,958**
Prior Year Reserves	40,503	55,256	55,256	55,256
(Prior Year Adjustment)				234
Use of Reserves				
Non-Spendable	5,989			6,656
Restricted	9,434			14,861
Committed	19,919			21,189
Assigned	15,897			16,723
Unassigned (deficit)	4,017			14,198
Year End Reserves	55,256			73,627

Exhibit 1

	2023/2024 (Actuals)	2024/2025 (Adopted)	2024/2025 (Actuals)	2024/2025 (Amended)
General Fund	189,351	153,243	188,501	188,501
Development Services	12,536	12,393	19,513	19,513
Special Revenue	17,163	8,380	24,543	24,543
Gas Tax	7,493	5,060	5,750	5,750
General Fund Capital	68,770	12,524	90,807	90,807
Capital	32,770	800	36,016	36,016
Debt	60,231	8,212	8,750	8,750
Internal Services	25,553	25,601	26,701	26,701
Wastewater	30,341	23,206	28,490	28,490
Water	31,138	22,844	29,518	29,518
Solid Waste	35,873	38,122	43,010	43,010
Storm Drain	1,583	854	918	918
Airport Enterprise	1,169	1,244	2,036	2,032
Transit	11,642	7,767	16,212	16,212
Total Revenue	525,613	320,250	520,765	520,761
General Fund	175,424	152,597	170,703	170,703
Development Services	14,797	18,328	15,882	15,882
Special Revenue	13,419	10,831	26,522	26,522
Gas Tax	5,087	5,746	6,032	6,032
General Fund Capital	31,801	64,901	34,168	34,168
Capital	4,225	21,163	23,077	23,077
Debt	10,574	8,248	60,064	60,064
Internal Services	21,718	25,305	24,320	24,320
Wastewater	29,699	23,153	20,586	20,586
Water	29,801	26,850	27,510	27,510
Solid Waste	36,885	37,379	39,913	39,913
Storm Drain	2,133	622	491	491
Airport Enterprise	2,395	1,243	1,805	1,805
Transit	7,351	13,600	15,093	15,093
Total Expense	385,309	409,966	466,166	466,166

October 7, 2025

Agenda Item 1.G

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (1) accepting public waterline improvements for West Parkway Village as complete and assuming all future operations and maintenance, (2) authorizing the City Engineer to release improvement security in accordance with the Subdivision Improvement Agreement, and (3) authorizing the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office.

EXECUTIVE SUMMARY

This agenda item seeks approval of a resolution accepting public waterline improvements for West Parkway Village, constructed by R&B Delta II, LLC, a California Limited Liability Company (Developer), as complete and the City to assume all future operations and maintenance. This also seeks authorization for the City Engineer to release improvement security in accordance with the Subdivision Improvement Agreement and allow the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office.

BACKGROUND AND LEGISLATIVE HISTORY

Developer has completed the public waterline improvements for West Parkway Village, a portion of the Cordes Ranch Specific Plan, located at the northeast corner of International Parkway and Daylight Road (see Attachment A for Location Map), in accordance with the Subdivision Improvement Agreement, project plans, and specifications.

On September 3, 2013, by Resolution 2013-143, City Council certified the Cordes Ranch Specific Plan Final Revised Environmental Impact Report (EIR), and adopted findings of fact, a statement of overriding considerations, and a mitigation monitoring and reporting program for the Cordes Ranch Specific Plan project.

On January 22, 2020, by Resolution 2020-001, Planning Commission approved a Tentative Subdivision Map for West Parkway Village, TSM18-0002, subject to Conditions of Approval. This approval was based on a finding that the project was consistent with the EIR, that no subsequent EIR shall be prepared for the project because a certified EIR exists, and no substantial changes are proposed in the project that would require major revisions to the previous EIR. Also, no substantial changes have occurred with respect to the circumstances under which the project will be undertaken that would necessitate major revisions, and no new information of substantial importance regarding significant effects, mitigation measures, or alternatives for this project has become known that was not known at the time the previous EIR was certified as complete. Therefore, no further environmental review was necessary.

On August 26, 2020, City and Prologis, L.P., a Delaware limited partnership (Prologis), executed an Improvement and Inspection Agreement for International Park of Commerce (IPC) Phase 1G & 1J – Roadway Improvements on International Parkway and Daylight Road and Drainage Improvements on Future Capital Parks Drive. This Agreement obligated Prologis to construct all of the frontage improvements on International Parkway and Daylight Road along the West Parkway Village frontages. These improvements were included in the West Parkway Village Conditions of Approval but are now the obligation of Prologis.

On September 8, 2020, City and Prologis executed an Improvement and Inspection Agreement for IPC Offsite Improvements, including sanitary sewer, storm drain, and Detention Basin LW8. This Agreement obligated Prologis to construct all storm drainage and sanitary sewer improvements east of the West Parkway Village site, as well as the construction of storm drainage and sanitary sewer improvements downstream to the new Detention Basin LW8. These improvements were included in the West Parkway Village Conditions of Approval, but are now the obligation of Prologis.

On June 1, 2021, by Resolution 2021-066, City Council approved the Final Subdivision Map and Subdivision Improvement Agreement for West Parkway Village – Phase 1 Tract 3966. Although the Subdivision Improvement Agreement references the above-mentioned Phase 1G and 1J project, that work is now the obligation of Prologis, as stated above. As required by the Subdivision Improvement Agreement, Developer submitted surety for only the onsite public water main system discussed in the following paragraph.

On January 25, 2022, the City Engineer approved plans entitled “West Parkway Village at International Park of Commerce 12” Water Loop and Sanitary Sewer Improvements Phase 1G/1J”, consisting of 10 sheets, prepared by Kier & Wright. These plans include both the on-site public water main system and the private on-site sanitary sewer system. The on-site public water main system is the subject of this acceptance.

On October 18, 2022, by Resolution 2022-155, City Council approved the First Amendment to the Subdivision Improvement Agreement for West Parkway Village, extending the required completion date from July 13, 2022, to July 13, 2023.

ANALYSIS

Developer has completed all the Work required to be done in accordance with the applicable portions of the Subdivision Improvement Agreement and has requested acceptance of the public waterline improvements. The City Engineer has inspected the completed Work and confirmed that the improvements conform to the approved plans and City plans and specifications.

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

Bond Type	**Amount**
Faithful Performance	$ 284,524
Labor and Material	$ 284,524
Warranty	$ 28,452
Monumentation	$ 6,000

Faithful Performance Bonds may be released upon acceptance of improvements by the City Council. Labor and Material Bonds may be released 6 months after recordation of Notice of Completion as statute of limitations period expires in accordance with Civil Code §9356 and Tracy Municipal Code. Monumentation bond may be released upon receipt of a letter from the land surveyor of record certifying completion of monumentation and receipt of fees. City is now in receipt of that letter. The original Warranty Bond will be retained by the City’s Engineering Division and shall be released one year after the City Council accepts the improvements, provided that any warranty work has been completed.

All public waterline improvements were constructed within existing public easements, which were dedicated to the City on the Final Map of Tract 3966 and supplementary easements accepted by the City on November 19, 2024, by Resolution 2024-194 and recorded as Doc # 2024-115237 in the Office of the San Joaquin County Recorder. No additional fee dedications were required.

The Final Map for West Parkway Village – Phase 1 Tract 3966 also made two fee dedications of 30,743 square feet and 594 square feet, both for the widening of International Parkway. These dedications were accepted by the City Clerk subject to the completion of improvements. The public improvements within these dedications are part of the above-mentioned Phase 1G and 1J project being constructed by Prologis by separate agreement. The future City acceptance of the IG and 1J will include the filing of a notice of completion to memorialize City acceptance of those improvements.

FISCAL IMPACT

All improvements were completed by the Developer in accordance with the approved plans and there was no fiscal impact to the City for the construction cost. Future maintenance of the waterline improvements will be funded by the Water Enterprise Fund. The estimated cost of the public improvements is as follows:

Cost Breakdown:

Water	$	$284,524

PUBLIC OUTREACH / INTEREST

Not applicable.

COORDINATION

Project construction activities were coordinated with the City of Tracy Operations and Utilities Divisions of the Public Works Department.

CEQA DETERMINATION

Prior to the 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 EIR. There was also no evidence of any significant impacts to occur off-site as a result of the project, as traffic, air quality, land use and other potential cumulative impacts have already been considered within the original environmental documentation. No new evidence of potentially significant effects had been identified as a result of this project.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

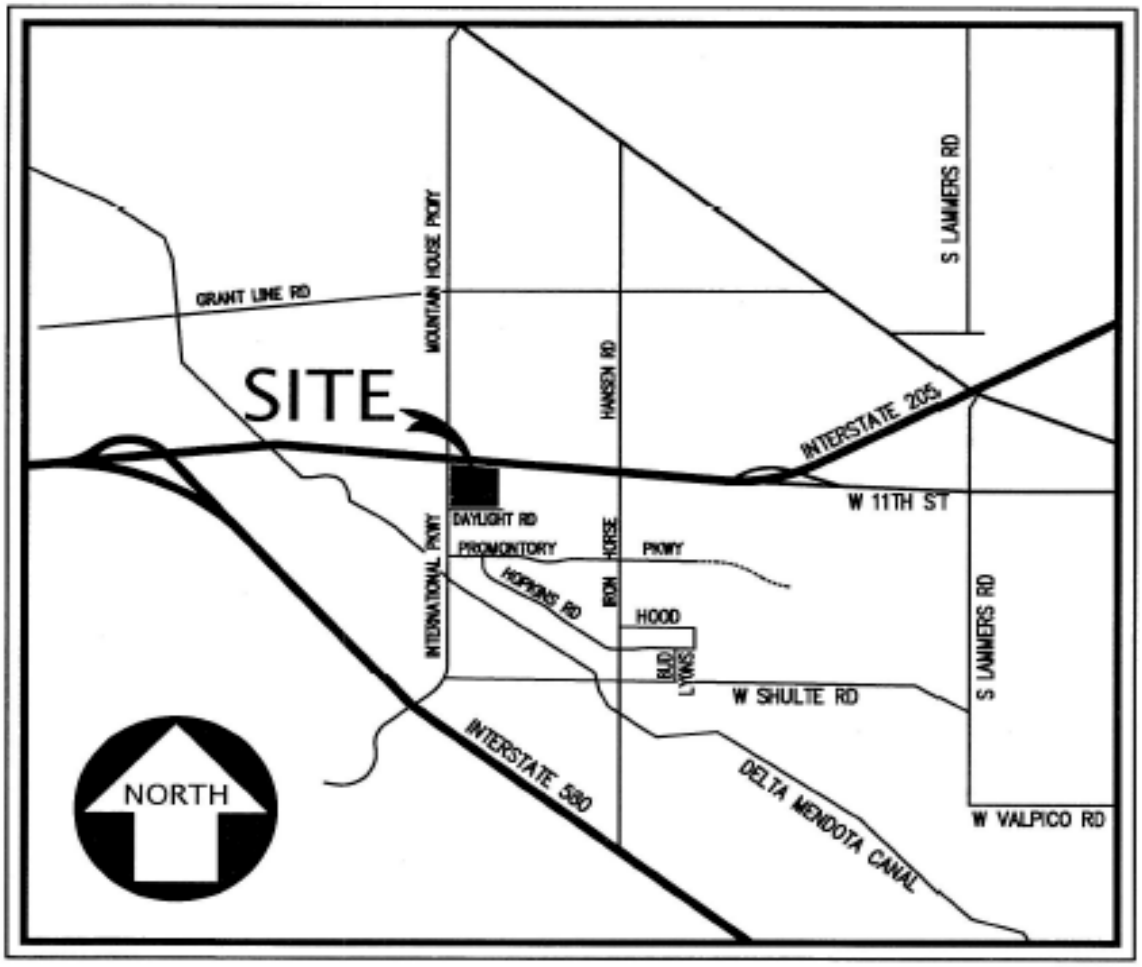
Staff recommends that City Council adopt a resolution (1) accepting public waterline improvements for West Parkway Village as complete and assuming all future operations and maintenance, (2) authorizing the City Engineer to release improvement security in accordance with the Subdivision Improvement Agreement, and (3) authorizing the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office.

Prepared by: Miguel Hernandez, Construction Project Manager

Reviewed by: Even Marcelo, City Engineer
Anush Nejad, Director of Public Works
Sara Castro, Finance Director
L.David Nefouse, City Attorney
Arturo Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENT:
Attachment A – Vicinity Map



VICINITY MAP

N.T.S.

ATTACHMENT A

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2025-_____

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(1) ACCEPT PUBLIC WATERLINE IMPROVEMENTS FOR WEST PARKWAY VILLAGE AS COMPLETE AND ASSUMING ALL FUTURE OPERATIONS AND MAINTENANCE; AND

(2) AUTHORIZE THE CITY ENGINEER TO RELEASE IMPROVEMENT SECURITY IN ACCORDANCE WITH THE SUBDIVISION IMPROVEMENT AGREEMENT; AND

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

WHEREAS, On September 3, 2013, by Resolution 2013-143, City Council certified the Cordes Ranch Specific Plan Final Revised Environmental Impact Report (EIR), and adopted findings of fact, a statement of overriding considerations, and a mitigation monitoring and reporting program for the Cordes Ranch Specific Plan project; and

WHEREAS, On January 22, 2020, by Resolution 2020-001, Planning Commission approved a Tentative Subdivision Map for West Parkway Village, TSM18-0002, subject to Conditions of Approval imposed on R&B Delta II, a California limited liability company (Developer), based on a finding the project was consistent with the EIR, that no subsequent EIR shall be prepared for the project because a certified EIR and no substantial changes are proposed in the project that would require major revisions to the previous EIR, no substantial changes have occurred with respect to the circumstances under which the project will be undertaken that would require major revisions to the previous EIR, and no new information of substantial importance regarding significant effects, mitigation measures, or alternatives for this project has become known which was not known at the time the previous EIR was certified as complete, and therefore no further environmental review was necessary; and

WHEREAS, the Conditions of Approval required, among other things, construction of public improvements along the International Parkway and Daylight Road frontages of West Parkway Village and certain sanitary sewer and storm drainage improvements east of West Parkway Village, and

WHEREAS, On August 26, 2020, City and Prologis, L.P., a Delaware limited partnership (Prologis) executed an Improvement and Inspection Agreement for International Park of Commerce (IPC) Phase 1G & 1J – Roadway Improvements on International Parkway and Daylight Road and Drainage Improvements on Future Capital Parks Drive, obligating Prologis to construct all of the frontage improvements on International Parkway and Daylight Road along the West Parkway Village frontages and the aforementioned sanitary sewer and storm drainage improvements east of West Parkway Village, thereby removing that obligation from Developer, and

WHEREAS, On June 1, 2021, by Resolution 2021-066, City Council approved the Final Subdivision Map and Subdivision Improvement Agreement with Developer for West Parkway Village – Phase 1 Tract 3966 , and

WHEREAS, On January 25, 2022, the City Engineer approved plans for required public improvements which onsite public water main system constructed withing a public water easement, and

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

Water	$ 284,524

WHEREAS, Once accepted by the City, maintenance of the public water system will be funded through the City's Water Enterprise Fund; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby accepts the public waterline improvements for West Parkway Village as complete and assumes all future operations and maintenance future maintenance; and be it

FURTHER RESOLVED: That the City Council authorizes City Engineer to release the improvement security in accordance with the Subdivision Improvement Agreement; and be it

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

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 7th day of October 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

October 7, 2025

Agenda Item 1.H

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution

(1) Waiving the review of the Tracy Homelessness Advisory Committee per Section 4.3.1 and 4.3.2 in the Council Meeting Protocols and Rules of Procedure adopted by revised Resolution number 2023-102 for approving a contract amendment and related ancillary action for the Professional Service Agreement (PSA) with Health Management Associates, Inc. (HMA); and

(2) Approving an Amendment No. 1 to the PSA to increase the not-to-exceed amount to $59,450 and extending the term from December 31, 2025, to June 30, 2026, to cover Fiscal Year 2025-2026 and approving payments for the invoices in the amounts of $10,389, $12,305 and $11,995 for services provided through August 31, 2025; and

(3) Accepting the Technical Assistance Grant in the form of services funded by the California Department of Health Care Services (DHCS) with a dollar amount equivalent to $149,824 and authorizing HMA, a DHCS-approved vendor, to receive reimbursements from this grant for services rendered pursuant to the above-mentioned PSA.

EXECUTIVE SUMMARY

On August 19, 2025, at the Regular City Council Meeting, due to the time sensitivity of the work, Council Member Bedolla, with a second from Mayor Pro Tem Abercrombie (per Section 4.3.1 and 4.3.2 of the Council Meeting Protocols and Rules of Procedure), requested that this item be placed on the agenda for Council approval.

This agenda item seeks the adoption of a resolution from the City Council waiving the requirements of Sections 4.3.1 and 4.3.2 of the Council Meeting Protocols and Rules of Procedure for review by the Tracy Homelessness Advisory Committee. The request to waive the requirement is due to the time constraint for approving Amendment No.1 to the existing PSA with HMA. Staff also seeks Council approval to increase the not to exceed amount from $24,999 to $59,450 to account for services provided through August 31, 2025.

Staff is also requesting the City Council accept the Technical Assistance Grant in the form of services funded by the California Department of Health Care Services (DHCS) with a dollar amount equivalent to $149,824 and authorizing HMA, a DHCS-approved vendor to receive reimbursements from this grant for services rendered pursuant to the above-mentioned PSA**.** With the execution of this amendment, the funding needed for these services will be provided by this grant. The consultant will receive the funds directly from DHCS, and the City will no longer be responsible for any reimbursement to the Consultant under this PSA.

BACKGROUND AND LEGISLATIVE HISTORY

The 2024 San Joaquin Continuum of Care Point in Time (PIT) Count of Sheltered and Unsheltered Homeless individuals reflects 200 sheltered/unsheltered homeless individuals living within Tracy's city limits, with 98 of these individuals currently sheltered. Recognizing the importance of responding to quality-of-life issues, including the human services needs of the City's unsheltered population, the City has devoted significant resources to both build and operate a temporary emergency housing facility to address the impacts of homelessness within the community. Staff oversight of shelter operations has included staff coordinating efforts between various departments to conduct bi-weekly clean-ups of public spaces, foster partnerships with non-profit organizations to share information on services and programs with the unsheltered, secure grants to support homeless services, and continue with the construction activities of the Temporary Emergency Housing Facility, CIP 71112. City staff have worked vigorously to balance the circumstances of the unsheltered, as well as the needs of the community.

Pursuant to the Council's reaffirmation of the emergency shelter crisis in August of 2022, the City Manager authorized staff to identify permanent and emergency alternative housing options for the unsheltered population within the city limits. This effort not only focuses on housing and support but also prepares the residents for self-sufficiency. As a result, the development of a "Campus Concept" emerged where temporary housing and supportive services would be provided to the unsheltered population at the 370 Arbor Avenue, Tracy location.

On May 2, 2025, the Parks, Recreation and Community Services Director authorized Health Management Associates, Inc. to provide comprehensive support to the City in the implementation of CalAIM in alignment with the Department of Health Care Services Path Cited application. This ongoing support includes but is not limited to strategic engagement with Managed Care Plans and other partners, service planning, and additional technical assistance to advance the City's Community Supports goals beyond the submission of the Path Cited application.

ANALYSIS

In February of 2025, the City Council was presented with a workshop regarding recommendations for the full site plan of the Arbor Avenue shelter project, one of which included the onboarding of the CalAIM Initiative through the DHCS. This initiative seeks to work with organizations in communities who are providing services to the lowest-income residents. Some of these services include recuperative care, short-term post-hospitalization, and housing supports. Staff hired the Consultant to utilize a portion of the Kaiser Medical Respite Planning grant funds to begin the contracting process and planning of a Medical Respite program. Part of the contracting process consists of working with Managed Care Plans, which will provide the ability to bill for contracted services at the shelter site.

In May of 2025, the city applied for Technical Assistance through the DHCS during the drafting of the Path Cited Round 4 grant application to assist the City in developing a Medical Respite program. While awaiting approval from the state (DHCS), the city has worked with the Consultant to draft policies and procedures and work on the program development for the Medical Respite program implementation.

On July 11, 2025, the Technical Assistance application was approved by DHCS. Upon receiving notice of approval from DHCS, the Consultant drafted a Scope of Work and a budget to assist the City in program development. Some of the project services outlined in the Scope of Work are as follows: Community Supports and Workplan Development that includes a gap analysis, Program Design and Coaching, Financial Modeling Assessment and Training, and Documentation Development. The budget for the Scope of Work is 349 hours, totaling $149,824, for Technical Assistance support through the DHCS. The project start date will be September 1, 2025, through April 30, 2026. Therefore, an amendment to the Agreement is required as the City and Consultant desire to amend the term of the Agreement by extending the expiration date of such term from December 31, 2025, to June 30, 2026. This will ensure that the program has the available Technical Assistance during implementation and for six (6) months after the projected start date of November 1, 2025.

This Technical Assistance grant will ensure the city is meeting the DHCS standards in the implementation of the CalAIM Initiative. These additional services and funding sources were not included in the original scope of work and compensation. The Amendment will allow HMA to continue providing Technical Assistance and strategic support to the City of Tracy in launching its Community Supports (CS) services, in particular, recuperative care. The TA Marketplace initiative provides resources for community-based organizations, cities, and counties to access technical assistance resources through DHCS-approved consultants to build the infrastructure needed to implement CS services and manage the billable TA support through the DHCS, as HMA is among the approved consultants.

Additionally, an amendment to the Agreement is required for the Consultant to be compensated for consulting services already provided. Consultant's total compensation under this Agreement, as amended, shall not exceed $59,450. City staff were working on a deadline to align with the award of the Path Cited grant through the Department of Health Care Services. The city was awarded the additional funds for the technical assistance grant to support the implementation of the Medical Program, with the potential to receive the Path Cited grant. The city should know in October if they will receive the additional grant. This increase provides the additional funds needed for Fiscal Year 2025-2026, including payments for invoices in the amounts of $10,389, $12,305, and $11,995 for services provided through August 31, 2025.

The amendment also approves a change in the funding source with the Consultant, effective September 1, 2025, through April 30, 2026, in which the Consultant acknowledges and agrees that funding for this Agreement will come from DHCS in the amount of $149,824 covering approved billable TA hours. This Agreement will no longer be funded by the City of Tracy. This ensures alignment with DHCS standards and reduces City costs. The total compensation changes will be included as set forth in Exhibit "B-1".

FISCAL IMPACT

Amendment No. 1 to the Professional Services Agreement with Health Management Associates, Inc. to increase the Consultant's total compensation to a not-to-exceed amount from $24,999 to $59,450, which provides the additional funds needed for Fiscal Year 2025-2026 to approve payments for the invoices in the amounts of $10,389, $12,305, and $11,995 for services provided through August 31, 2025. Funds will come from the City of Tracy Kaiser Medical Respite Planning grant through August 31, 2025.

Effective September 1, 2025, through April 30, 2026, the Agreement also approves a change in the funding source with the Consultant, which will be fully funded by DHCS in the amount of $149,824. Consultant acknowledges and agrees that funding for this Agreement will come from DHCS, eliminating the City's funding obligation. Upon approval of this agreement, Health Management Associates will be invoicing Department of Health Care Services for consulting services provided to the City of Tracy for implementation of a Medical Respite Program.

CEQA DETERMINATION

Government Code section 8698.4 exempts the application of the California Environmental Quality Act (CEQA) to various actions taken by public agencies to implement the construction of a homeless shelter in response to a declared shelter crisis. In addition, the interim solutions taken thus far are in furtherance of and related to the permanent solution that will be implemented, referred to as the Temporary Emergency Housing Facility on Arbor Avenue (CIP 71112). A Notice of Exemption was issued on October 16, 2020, for the Temporary Emergency Housing site at 500 Arbor Avenue in accordance with Government Code sections 65660-65662 for Low Barrier Navigation Centers and Section 15269(c) of the CEQA Guidelines (14 Cal. Code Regs. 15269(c) for (Emergency Projects). No environmental impacts beyond those already analyzed for the CIP exist; accordingly, no further CEQA analysis is needed.

San Joaquin County, as the responsible entity under the National Environmental Protection Act (NEPA) for the federal grants related to this Project, conducted an Environmental Assessment in 2023 and released a Finding of No Significant Impact on January 18, 2024, in compliance with NEPA and applicable federal regulations.

STRATEGIC PLAN

This agenda item is consistent with the City Council's adopted 2023-2025 Strategic Priorities: Quality of Life Strategy Plan, Goal No. 5: Continue to implement the Council-Adopted Homelessness Strategic Plan.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution

(1) Waiving the review of the Tracy Homelessness Advisory Committee per Section 4.3.1 and 4.3.2 in the Council Meeting Protocols and Rules of Procedure adopted by revised Resolution number 2023-102 for approving a contract amendment and related ancillary action for the Professional Service Agreement (PSA) with Health Management Associates, Inc. (HMA); and

(2) Approving an Amendment No. 1 to the PSA to increasing the not-to-exceed amount to $59,450 and extending the term from December 31, 2025, to June 30, 2026, to cover Fiscal Year 2025-2026 and approving payments for the invoices in the amount of $10,389, $12,305 and $11,995 for services provided through August 31, 2025; and

(3) Accepting the Technical Assistance Grant in the form of services funded by the California Department of Health Care Services (DHCS) with a dollar amount equivalent to $149,824 and authorizing HMA, a DHCS-approved vendor, to receive reimbursements from this grant for services rendered pursuant to the above-mentioned PSA.

Prepared by: Virginia Carney, Homeless Services Manager

Reviewed by: Sara Castro, Director of Finance
Brian MacDonald, Director of Parks, Recreation and Community Services
Arturo M. Sanchez, Assistant City Manager
Kamal Gill, Assistant City Attorney

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A- Amendment No. 1 to PSA- Health Management Associates, Inc.
Attachment B-PSA-Health Management Associates, Inc. effective May 2, 2025

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Amendment No. 1
To Professional Services Agreement

This Amendment No. 1 (**Amendment**) to the Professional Services Agreement (**Agreement**) entered between the City of Tracy, a municipal corporation (**City**), and Health Management Associates, Inc a Corporation (**Consultant**) is entered into as of the date of last signature below. City and Consultant are referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

A. The Agreement was executed on May 13, 2025 pursuant to Tracy Municipal Code Section 2.20.100(a)(b).

B. The term of the original Agreement expires on December 31, 2025.

C. In May of 2025, the city applied for Technical Assistance (TA) through the California Department of Health Care Services (DHCS) during the drafting of the Providing Access and Transforming Health (PATH) Capacity and Infrastructure Transition, Expansion, and Development (CITED) Round 4 grant application to assist the City in developing a Medical Respite program. This process was initiated by the Consultant and funded through the Kaiser Medical Respite Planning grant. While awaiting approval from the California DHCS, the city has worked with the Consultant to draft policies and procedures and work on the program development for the Medical Respite program implementation.

D. On July 11, 2025, the Technical Assistance application was approved by DHCS. Upon receiving the notice of approval from DHCS, the Consultant drafted a revised Scope of Work and Budget to assist the City in program development. Some of the project services outlined in the Scope of Work are as follows: Community Supports and Workplan Development that includes a gap analysis, Program Design and Coaching, Financial Modeling Assessment and Training and Documentation Development. The budget for the Scope of Work is $149,823.25 of Technical Assistance support through the DHCS with a project start date of September 1, 2025 through April 30, 2026.

E. The City and Consultant desire to amend the term of the Agreement by extending the expiration date of such term from December 31, 2025 to June 30, 2026. This will ensure that the program has the available Technical Assistance during implementation and for six (6) months after the projected start date of November 1, 2025.

F. The City and Consultant agree to amend the compensation by increasing the total not-to-exceed amount to $59,450, which covers additional funds for Fiscal Year 2025-2026, including $24,300.00 for services in July and August 2025 funded through the City of Tracy's Kaiser Medical Respite Planning grant. Effective September 1, 2025 to April 30, 2026, the Consultant acknowledges and agrees that technical assistance support will be funded by the California Department of Health Care Services (DHCS) in the amount up to $149,823.25 through the CalAIM PATH TA Marketplace Grant and the City will no longer be funded all work through the City of Tracy's Kaiser Medical Respite Planning Grant. The Consultant acknowledges and agrees that the City shall be responsible only for payment of invoices related to services rendered through August 31, 2025, and that the City shall have no financial responsibility for any payment of any invoices or costs for services rendered on or after September 1, 2025. However, the City will continue to comply with all requirements of the three-way contract between DHCS, Consultant, and

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the City of Tracy, including reviewing and approving invoices for which the DHCS is responsible for payment to the Consultant.

G. This Amendment is being executed pursuant to Resolution No. _____ approved by Tracy City Council on _____.

Now therefore, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. **Option to Extend.** Pursuant to Section 2.1 of the Agreement, the City hereby extends the Term by six (6) months and, accordingly, Section 2.1 of the Agreement is hereby modified to reflect that the Term expires on June 30,2026 or earlier by termination pursuant to Section 6 of this Agreement ("Term").

2. **Scope of Work.** Section 1 of the Agreement is hereby modified to reflect that Consultant shall perform the professional services, tasks, and scope of work described in **Exhibit "A-1"** 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": Nai Kasick, MPH, Principal**.** Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit A-1, 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-1**, 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-1**.

3. **Compensation.** Pursuant to Section 3 of the Agreement, the 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-1**, which is attached hereto and incorporated herein by this reference.

4. **Not to Exceed Amount**. Accordingly, Section 3.1 of the Agreement is hereby modified to reflect that Consultant's total compensation under this Agreement shall not exceed $59,450 (fifty-nine thousand four hundred and fifty) 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-1** 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.

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5. **Effect**. The Parties hereto ratify the Agreement and, except as expressly modified by this Amendment, all provisions of the Agreement will remain unchanged and in full force and effect.

6. **Entire Agreement.** This Amendment represents the entire agreement and understanding of the Parties and shall supersede any prior agreement—written or oral—between the Parties. This Amendment will not be valid and enforceable until executed by all of the Parties hereto. This Amendment may not be modified or altered except through a subsequent writing signed by both Parties.

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

8. **Signatures.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter and to execute this Amendment. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Amendment may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all Parties, even though all Parties are not signatory to the same counterpart.

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

City of Tracy, a Municipal Corporation

By: _____
Dan Arriola
Title: Mayor

Date: _____

Attest:

_____
April Quintanilla, City Clerk

Approved as to form:

_____
L. David Nefouse, City Attorney

Health Management Associates, Inc., a Corporation

Signed by:
By: Kelly Johnson
7533E7CBA7A5470...
Kelly Johnson

Title: Chief Administrative Officer

September 19, 2025 | 11:21 PDT
Date: _____

Federal Employer Tax ID No. 38-2599727

DocuSigned by:
By: Jeff Wink
7155003ED6E14A8...
Jeff Wink

Title: Chief Financial Officer

September 19, 2025 | 11:31 PDT
Date: _____

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Exhibits:

A-1 Scope of Work:
1. Original Scope of Work
2. TA Assistance

B-1 Compensation

Exhibit A-1 Scope of Work

1. **Original Scope of Work:**

Proposed Approach and Deliverables

The following sections outline our understanding of your needs, our approach to meeting those needs, the deliverables we will produce, the proposed project timeframes, and certain assumptions we have made in creating this approach.

Our Understanding of Your Needs

HMA will provide comprehensive support to The City of Tracy in the development of the California Department of Health Care Services (DHCS) Providing Access and Transforming Health (PATH) CITED round four application.

Proposed Approach

HMA will partner with The City of Tracy team to:

- Develop the proposal responses and budget.

It is expected that The City of Tracy will input and upload the budget, narrative responses, all supporting documents, as well as respond to the organizational specific questions.

Deliverables

HMA will provide comprehensive support to The City of Tracy in the development of the DHCS PATH CITED round four application. This will specifically include development of the following required elements of the proposal:

	Deliverable	Description	Date
1.	Budget	HMA will assist The City of Tracy in developing the budget for the CITED application. This will involve completing the budget worksheet based on an existing gap analysis, county gaps, DHCS priorities, and input from The City of Tracy team. HMA will ensure the budget is aligned with the program's needs and includes all relevant costs. The City of Tracy will provide any necessary data or documentation to support the budget development, and their assigned staff will collaborate with HMA team to gather supporting documents. The City of Tracy staff will be responsible for outreaching and estimating the cost for required services from applicable vendors. HMA will incorporate this input on the budget.	May 2, 2025 – June 30,2026
2.	Narrative	HMA will support The City of Tracy in crafting responses to the narrative section of the application. This will involve working closely with The City of Tracy to ensure the proposal responds effectively to the grantor's priorities and requirements. HMA will advise on the development of narrative	May 2, 2025 - June 30,2026

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	Deliverable	Description	Date
		responses, drawing from existing data, previous narratives, and other data and/or gap analysis provided by The City of Tracy. The City of Tracy will contribute by sharing any relevant information, updates, and other content, while also designating staff to assist in reviewing drafts and ensuring the proposal is complete, accurate, and compelling.	
3.	Continued Support	HMA will continue to support the City of Tracy with CalAIM implementation in alignment with the PATH CITED scope of work outlined in the existing agreement. This ongoing support includes but is not limited to: strategic engagement with Managed Care Plans and other partners, service planning and additional technical assistance to advance ethe City's Community Supports goals beyond the submission of the PATH CITED application.	May 2, 2025 – June 30,2026

Project Timeframes

This project will continue until June 30, 2026

Assumptions and Limitations

The proposed services, staffing arrangements, and proposal are valid for 10 days from the date of this proposal, after which the project fees and staff availability may be subject to change. If you accept this proposal as is, we will initiate our contracting process. Our proposal does not constitute a formal bid and does not contractually bind either party.

HMA often serves multiple clients within a certain industry or market, including those with potentially opposing interests, and HMA's relationship with you will not be an exclusive relationship. Accordingly, HMA may have served, may currently be serving, or may in the future serve, other companies whose interests may be adverse to yours. In all such situations, HMA is committed to maintaining the confidentiality of each client's information, and ensuring that your interests, proprietary and otherwise, are protected. To that end, HMA strictly adheres to our Policy and Guidelines Related to Conflicts of Interest and Proprietary Information which contain nondisclosure procedures (such as firewall protocols and other safeguards) for the purpose of maintaining each client's confidential information and ensuring that your interests are protected.

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Team and Qualifications

The greatest value HMA brings to every project is the collective experience and expertise of the individuals on our team.

Nai Kasick will serve as the project director and will ensure timely completion of deliverables, coordinate team activities, and provide consistent communication with you. Mary Ader will be the primary staff on this project. Additional HMA staff will provide services for the project as appropriate.

HMA Team

Nai Kasick, MPH, Principal

Mary Adèr, MPH, MPP, Senior Consultant

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Exhibit A-1 Continued

2. Scope of Work for Technical Assistance:

Technical Assistance (TA) through the California Department of Health Care Services (DHCS) during the drafting of the Providing Access and Transforming Health (PATH) Capacity and Infrastructure Transition, Expansion, and Development (CITED) Round 4 grant application to assist the City in developing a Medical Respite program. Through this initiative, HMA will be able to continue providing Technical Assistance and strategic support to the City of Tracy in launching its Community Supports (CS) services, in particular recuperative care. The TA Marketplace initiative provides resources for community-based organizations, cities and counties to access technical assistance resources through DHCS-approved consultants to build the infrastructure needed to implement CS services. HMA is among these approved consultants.

Project Summary:

The City of Tracy seeks Hands-on Technical Assistance (TA) to expand essential community support services for San Joaquin County, a rural area with limited access to social services. Currently, the City provides temporary housing for up to 86 individuals experiencing homelessness and partners with the county's Continuum of Care, Health Plan of San Joaquin, and Health Net to enhance its service offerings to their Members. There is a critical need to expand services, particularly Recuperative Care, Short-Term Post Hospitalization Housing, and Housing Navigation, Housing Deposit, Housing Tenancy and Sustaining Services as there are no other providers in the south county and overall limited community support providers in this Central Valley County. These gaps in care affects vulnerable populations, and the City of Tracy's expansion efforts will help address this urgent need.

Project Goals and Objectives (include the domain of the project):

With HMA's support, City of Tracy aims to achieve the following goals:

1. Conduct a Community Support readiness assessment and gap analysis for Recuperative Care, Short-Term Post Hospitalization Housing, and Housing Navigation, Housing Deposit and Housing Tenancy and Sustaining Services;
2. Develop a remediation plan and develop resources such as policies and procedures, program description documents, assessment tool and care plan templates, staff training and others to meet Medi-Cal Managed Care Plans (MCPs) compliance;
3. Coach and support with Program Design, MCP engagement and contract negotiations. This includes but not limited to providing guidance to help City of Tracy understand contractual terms and service obligations required for CS delivery, ensuring clear comprehension and alignment with expectations; assisting in the creation and implementation of a comprehensive contract management process, including timelines, compliance tracking mechanisms, and efficient renewal protocols to ensure seamless ongoing management; outlining and clarifying staffing requirements necessary for meeting MCP contracting expectations and service delivery standards; assisting with the preparation and submission of the certification application required for contracting with the MCP; and facilitating and supporting with the contract negotiations with the MCP.
4. Perform a financial pro forma for CS services to ensure service sustainability

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Non-Duplication of Funding (explanation required for all clients with multiple TA Marketplace projects):

There will be no duplication between the hands-on TA Marketplace assistance and the City of Tracy's anticipated CITED Round 4 funding request, as each initiative serves a distinct and complementary purpose. The TA Marketplace support will focus exclusively on providing customized technical assistance to guide the City of Tracy through CS readiness activities, including comprehensive needs assessments, gap analyses, and targeted remediation planning. This technical support is designed to build the foundational infrastructure and operational capacity required to launch and sustain CS services effectively. In contrast, the CITED Round 4 request will be used to secure tangible, on-the-ground resources necessary to implement the services informed by the TA Marketplace work. These resources include salaries for CS services staff such as a program director, housing navigators, and other tangible resources. While TA Marketplace support will focus on strategic planning and system development, CITED funds will be directed toward implementation and staffing, ensuring that both streams of support are aligned but non-overlapping.

Sustainability:

For TA Projects with work products meant to be updated and used beyond the period of performance, please describe what on-going costs are associated with these products, and what the TA Recipient's plans are for sustainability of the project products and outputs. Please indicate N/A if this does not apply to this TA Project.

The City of Tracy is strategically coordinating and leveraging CalAIM resources to strengthen its infrastructure and capacity as a CS provider in San Joaquin County. Through an anticipated agreement with Health Plan of San Joaquin, the City of Tracy is laying the groundwork to deliver high-quality, sustainable services for Medi-Cal members. With support from HMA through TA Marketplace, the City of Tracy is receiving hands-on technical assistance to complete a comprehensive readiness assessment and develop essential program compliance. This includes finalized workflows, a full suite of P&Ps and other compliance documentation aligned with MPC and DHCS requirements.

The City of Tracy's aim is to provide high-quality housing support services for Medi-Cal members. To achieve this, comprehensive CS readiness assessment that identifies gaps in our current infrastructure. This assessment along with the financial pro forma will inform our strategies for building capacity, allowing us to refine workflows, policies, and assessment tools to streamline operations and improve care coordination.

Project Management and Communication Plan:

Initial Project Launch meeting with City of Tracy to review and clarify the project goals, desired outcomes, and timelines, identify points of contact for the HMA and the City of Tracy teams, and set date for sharing the project workplan. Once approved, Ongoing Progress Reports will take place through biweekly interim progress updates to ensure alignment by both parties with project timelines and scope and allow for the identification of risk areas or changes to the initial workplan that need to be elevated. Agendas and follow-up activities from these regular updates will be jointly developed and communicated by identified communications coordinators on both sides. HMA will conduct a Close Out Meeting with the full project team to discuss what was accomplished, lessons learned, and what will happen next.

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TA Marketplace Deliverable/Task Description	
Project Deliverable	Task Description
1. Project Launch	Co-Facilitated Project Launch call and completion of initial project workplan with City of Tracy leadership and other stakeholders. Level setting of engagement; Introduction of HMA & City of Tracy teams; Project plan discussion; Establishing meeting and project status updates cadence; Information gathering
2. Comprehensive CS Assessment & Gap Analysis	Comprehensive CS (housing trio, recuperative care services, and short term post hospital housing) readiness assessment of the organization's capacity and infrastructure, including development of a workplan to evaluate quality and identify programmatic gaps to meet Program and MCP requirements. CS (recuperative care services, housing navigation, and day habitation services) Readiness Assessment Tools; Gap Analysis Report; and Workplan to Address Any Gaps (e.g., staff training, policies and procedures, workflows, referrals pathways, organizational structure and claims billing).
3. Documentation & Other Resources Development	Comprehensive CS readiness assessment of the organization's capacity and infrastructure, including development of a workplan to address gaps (e.g., staff training, policies and procedures, workflows, referrals pathways, organizational structure and claims billing) to meet Program and MCP requirements.
4. CS Program Design Support	Provide SME technical expertise with program design, implementation and continuous improvement. This includes guidance on workflows, staff training, systems integration, and others
5. Financial Pro Form	Conduct comprehensive assessment, Final Summary Report with recommendations and Conduct training and education
6. Project Close Out	TA Marketplace Support and Project management of deliverables, timeline and budget

Project Period of Performance:

Please use a future date as the project start date. Signed TA Project SOWs/Budgets cannot be backdated to have a retroactive start date.

Please identify project length in either weeks or months, whichever is most appropriate for the project.

Project Start Date:	9/2/2025
Project End Date:	4/30/2026
Project Length:	34 Weeks
Project not-to-exceed amount:	$150,000
Final invoice date:	5/1/2026

Project Staff:

Name	Role
Nai Kasick	Project Director
Anthony Federico	Senior Consultant
Noah Evans	Research Assistant
Helen DuPlessis	Physician Principal
Reina Hudson	Senior Consultant
Aaron Ranthum	Associate Principal
MaryEllen Mathis	Project Manager

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Exhibit B-1 Compensation

1. Original Scope of Work:

Proposed Cost

HMA proposes to conduct this work on a time-and-materials basis using the hourly professional and travel rates indicated in the table below. We estimate the cost of the project will not exceed $59,450. Included within this amount is the complete cost of doing business with HMA, including indirect costs such as overhead, general, and administrative costs.

HMA expects to conduct this project virtually and does not anticipate on-site travel, so no costs have been included for labor or expenses related to travel. Should you request on-site travel, we will work with you to adjust pricing accordingly.

2025 HMA HOURLY RATES

Title	Professional Services	Travel Time
Physician Principal	$555	$555
Managing Principal/Director/Vice President	$485	$485
Principal	$475	$475
Associate Principal	$430	$430
Senior Consultant	$385	$385
Consultant/Associate	$265	$265
Research Associate	$205	$205
Administrative, Clerical, and Support Staff	$125	$125

HMA billing rates increase on January 1 of each calendar year unless agreed otherwise in writing.

We will issue monthly invoices detailing hours spent and expenses incurred in the previous month.

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3. Technical Assistance:

2025 Role Title (for all new and incoming projects as of 11/22/2024)	2025 Rate (for all new and incoming projects as of 11/22/2024)
Physician Principal	$570.00
Managing Director	$500.00
Managing Principal	$500.00
Principal	$485.00
Associate Principal	$440.00
Senior Consultant	$395.00
Consultant	$275.00
Research Associate	$210.00
Certified Project Manager	$165.00

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PAYMENT TERMS

1. The City and Consultant desire to amend the Compensation by increasing the total not-to-exceed amount to $59,450 which provides the additional funds needed for Fiscal Year 2025-2026, including $24,300 for July and August 2025 funded through the City of Tracy Kaiser Medical Respite Planning grant.

Project	Description of Work	Project Period	Funding Source	City Funded	Total Hours	Total NTE
1. HMA- Original Scope of Work	Provide comprehensive support to the City in the implementation of CalAIM in alignment with the DHCS PATH CITED application. This ongoing support includes but is not limited to: strategic engagement with Managed Care Plans and other partners, service planning and additional technical assistance to advance the City's Community Supports goals beyond the submission of the PATH CITED application.	May 2, 2025 through August 31, 2025	City of Tracy Kaiser Medical Respite Planning Grant	Yes	N/A	$ 59,450.00

2. Effective September 1, 2025, through June 30, 2026, Consultant acknowledges and agrees that funding for Technical Assistance support through the DHCS noted in this Agreement will come from DHCS in the amount of $149,823.25, covering approved billable TA hours, and this Agreement will no longer be funded by the City of Tracy Kaiser Medical Respite Planning grant.

Project	Description of Work	Project Period	Funding Source	City Funded	Total Hours	Total NTE
2. Scope of Work for Technical Assistance	HMA will provide Technical Assistance and strategic support to the City of Tracy in launching its Community Supports (CS) services, in particular recuperative care. The TA Marketplace initiative provides resources for community-based organizations, cities and counties to access technical assistance resources through DHCS-approved consultants to build the infrastructure needed to implement CS services. Funding for Technical Assistance support through the DHCS noted in this Agreement will come from DHCS, covering approved billable TA hours, and this Agreement will no longer be funded by the City of Tracy Kaiser Medical Respite Planning grant.	September 1, 2025 through June 30, 2026	DHCS Technical Assistance Grant	No	349 Hours	$ 149,965.00

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CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
Health Management Associates, Inc.

This Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and Health Management Associates, Inc., a Corporation ("Consultant"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain the professional services of Consultant to provide comprehensive support to the City in the implementation of the California Advancing and Innovating Medi-Cal (CalAIM) in alignment with the California Department of Health Care Services (DHCS) Providing Access and Transforming (PATH) Capacity and Infrastructure Transition, Expansion, and Development (CITED) application. This ongoing support includes but is not limited to: strategic engagement with Managed Care Plans and other partners, service planning and additional technical assistance to advance the City's Community Supports goals beyond the submission of the PATH CITED application as further described herein and in Exhibit A.

B. On May 2, 2025, Consultant submitted its proposal to the City to provide support with the Capacity and Infrastructure Transition, Expansion, and Development (CITED) round four proposal submission. Pursuant to Tracy Municipal Code Sections 2.20.270(c), services of Consultants and similar professionals are exempt from competitive bidding and the Consultant demonstrated that it fits the City's needs for competence and professional qualifications necessary for the satisfactory performance of the Scope of Work defined below.

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

D. This Agreement was approved on May 13, 2025 pursuant to Tracy Municipal Code Section 2.20.100(a)(b).

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": Nai Kasick, MPH, 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

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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 May 2, 2025 and expire and terminate automatically on December 31, 2025 or earlier by termination pursuant to Section 6 of this Agreement ("Term"). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to an additional term of 1 (one) year(s) and require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement.

3. Compensation. City shall pay Consultant on a time and expense basis 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 $24,999 (twenty-four thousand nine hundred and ninety-nine) 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.

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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

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by law, indemnify, defend, and hold harmless the City from and against any and all Claims relating to or in connection with such a finding and/or determination.

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

5. Insurance. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of 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.

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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.

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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: Brian MacDonald,
Parks, Rec & Community Services Director
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
Health Management Associates, Inc.
Attn: Nai Kasick, Principal
2501 Woodlake Circle, Suite 100
Okemos, MI 48864

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;

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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.

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12.14 Counterparts. City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

12.15 Expenses for Enforcement. Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

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

[Signature Page to Follow]

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As of the date of last signature below, the undersigned Parties agree to the full performance of the terms set forth in this Agreement and have caused this Agreement to be duly executed.

City of Tracy, a Municipal Corporation

By: DocuSigned by: Brian MacDonald 33ED714625E21BD...
Brian MacDonald

Title: Parks, Rec & Community Services Director

Date: 5/8/2025 | 5:26 PM PDT

Attest:

Signed by: April B. A. Quintanilla F16DD30BC2B8196...
April Quintanilla, City Clerk
5/13/2025 | 10:06 AM PDT

Approved as to form:

Signed by: Kamalpreet Gill 9545288B9170512...
Kamal Gill, Deputy City Attorney
5/13/2025 | 10:04 AM PDT

Health Management Associates, Inc., a Corporation

By: Signed by: Kelly Johnson 7533E7CBA7A5470...
Kelly Johnson

Title: Chief Administrative Officer

Date: 5/7/2025 | 11:02 AM PDT

Federal Employer Tax ID No. 38-2599727

By: DocuSigned by: Jeff Wink 7155003ED6E14AB...
Jeff Wink

Title: Chief Financial Officer

Date: 5/7/2025 | 1:53 PM EDT

Exhibits:

A	Scope of Work
B	Compensation

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EXHIBIT A - Scope of Work

Proposed Approach and Deliverables

The following sections outline our understanding of your needs, our approach to meeting those needs, the deliverables we will produce, the proposed project timeframes, and certain assumptions we have made in creating this approach.

Our Understanding of Your Needs

HMA will provide comprehensive support to The City of Tracy in the development of the California Department of Health Care Services (DHCS) Providing Access and Transforming Health (PATH) CITED round four application.

Proposed Approach

HMA will partner with The City of Tracy team to:

- Develop the proposal responses and budget.

It is expected that The City of Tracy will input and upload the budget, narrative responses, all supporting documents, as well as respond to the organizational specific questions.

Deliverables

HMA will provide comprehensive support to The City of Tracy in the development of the DHCS PATH CITED round four application. This will specifically include development of the following required elements of the proposal:

	Deliverable	Description	Date
1.	Budget	HMA will assist The City of Tracy in developing the budget for the CITED application. This will involve completing the budget worksheet based on an existing gap analysis, county gaps, DHCS priorities, and input from The City of Tracy team. HMA will ensure the budget is aligned with the program's needs and includes all relevant costs. The City of Tracy will provide any necessary data or documentation to support the budget development, and their assigned staff will collaborate with HMA team to gather supporting documents. The City of Tracy staff will be responsible for outreaching and estimating the cost for required services from applicable vendors. HMA will incorporate this input on the budget.	May 2, 2025 – December 31, 2025
2.	Narrative	HMA will support The City of Tracy in crafting responses to the narrative section of the application. This will involve working closely with The City of Tracy to ensure the proposal responds effectively to the grantor's priorities and requirements. HMA will advise on the development of narrative	May 2, 2025 - December 31, 2025

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EXHIBIT A - Scope of Work (Continued)

	Deliverable	Description	Date
		responses, drawing from existing data, previous narratives, and other data and/or gap analysis provided by The City of Tracy. The City of Tracy will contribute by sharing any relevant information, updates, and other content, while also designating staff to assist in reviewing drafts and ensuring the proposal is complete, accurate, and compelling.	
3.	Continued Support	HMA will continue to support the City of Tracy with CalAIM implementation in alignment with the PATH CITED scope of work outlined in the existing agreement. This ongoing support includes but is not limited to: strategic engagement with Managed Care Plans and other partners, service planning and additional technical assistance to advance ethe City's Community Supports goals beyond the submission of the PATH CITED application.	May 2, 2025 – December 31, 2025

Additionally, HMA will continue to support the City of Tracy with CalAIM implementation in alignment with the PATH CITED scope of work outlined in the existing agreement. This ongoing support includes but is not limited to: strategic engagement with Managed Care Plans and other partners, service planning and additional technical assistance to advance ethe City's Community Supports goals beyond the submission of the PATH CITED application.

Project Timeframes

This project will continue until December 31, 2025.

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EXHIBIT A - Scope of Work (Continued)

Assumptions and Limitations

The proposed services, staffing arrangements, and proposal are valid for 10 days from the date of this proposal, after which the project fees and staff availability may be subject to change. If you accept this proposal as is, we will initiate our contracting process. Our proposal does not constitute a formal bid and does not contractually bind either party.

HMA often serves multiple clients within a certain industry or market, including those with potentially opposing interests, and HMA's relationship with you will not be an exclusive relationship. Accordingly, HMA may have served, may currently be serving, or may in the future serve, other companies whose interests may be adverse to yours. In all such situations, HMA is committed to maintaining the confidentiality of each client's information, and ensuring that your interests, proprietary and otherwise, are protected. To that end, HMA strictly adheres to our Policy and Guidelines Related to Conflicts of Interest and Proprietary Information which contain nondisclosure procedures (such as firewall protocols and other safeguards) for the purpose of maintaining each client's confidential information and ensuring that your interests are protected.

Team and Qualifications

The greatest value HMA brings to every project is the collective experience and expertise of the individuals on our team.

Nai Kasick will serve as the project director and will ensure timely completion of deliverables, coordinate team activities, and provide consistent communication with you. Mary Ader will be the primary staff on this project. Additional HMA staff will provide services for the project as appropriate.

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EXHIBIT B - Compensation

Proposed Cost

HMA proposes to conduct this work on a time-and-materials basis using the hourly professional and travel rates indicated in the table below. We estimate the cost of the project will not exceed $24,999. Included within this amount is the complete cost of doing business with HMA, including indirect costs such as overhead, general, and administrative costs.

HMA expects to conduct this project virtually and does not anticipate on-site travel, so no costs have been included for labor or expenses related to travel. Should you request on-site travel, we will work with you to adjust pricing accordingly.

2025 HMA HOURLY RATES

Title	Professional Services	Travel Time
Physician Principal	$555	$555
Managing Principal/Director/Vice President	$485	$485
Principal	$475	$475
Associate Principal	$430	$430
Senior Consultant	$385	$385
Consultant/Associate	$265	$265
Research Associate	$205	$205
Administrative, Clerical, and Support Staff	$125	$125

HMA billing rates increase on January 1 of each calendar year unless agreed otherwise in writing.

We will issue monthly invoices detailing hours spent and expenses incurred in the previous month.

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

---

(1) WAIVING THE REVIEW OF THE TRACY HOMELESSNESS ADVISORY COMMITTEE PER SECTION 4.3.1 AND 4.3.2 IN THE COUNCIL MEETING PROTOCOLS AND RULES OF PROCEDURE ADOPTED BY REVISED RESOLUTION NUMBER 2023-102 FOR APPROVING A CONTRACT AMENDMENT AND RELATED ANCILLARY ACTION FOR THE PROFESSIONAL SERVICE AGREEMENT (PSA) WITH HEALTH MANAGEMENT ASSOCIATES, INC. (HMA); AND

(2) APPROVING AN AMENDMENT NO. 1 TO THE PSA TO INCREASE THE NOT-TO-EXCEED AMOUNT TO $59,450 AND EXTENDING THE TERM FROM DECEMBER 31, 2025, TO JUNE 30, 2026, TO COVER FISCAL YEAR 2025-2026 AND APPROVING PAYMENTS FOR THE INVOICES IN THE AMOUNTS OF $10,389, $12,305 AND $11,995 FOR SERVICES PROVIDED THROUGH AUGUST 31, 2025; AND

(3) ACCEPTING THE TECHNICAL ASSISTANCE GRANT IN THE FORM OF SERVICES FUNDED BY THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (DHCS) WITH A DOLLAR AMOUNT EQUIVALENT TO $149,824 AND AUTHORIZING HMA, A DHCS-APPROVED VENDOR, TO RECEIVE REIMBURSEMENTS FROM THIS GRANT FOR SERVICES RENDERED PURSUANT TO THE ABOVE-MENTIONED PSA.

WHEREAS, pursuant to the City Council's reaffirmation of the emergency shelter crisis in August of 2022, the City Manager authorized staff to identify permanent and emergency alternative housing options for the unsheltered population within the city limits; and

WHEREAS, this effort not only focuses on the housing and support, but also prepares the residents for self-sufficiency, which resulted in the development of a "Campus Concept" where temporary housing and Supportive Services would be provided to the unsheltered population; and

WHEREAS, the work to develop and provide services at this "campus" has continued and has grown to include identifying and applying for ways to offset the cost of construction, services, and support provided to the unhoused residents of the campus, which has been named the Temporary Emergency Housing Facility (TEHF); and

WHEREAS, the 2024 San Joaquin County Continuum of Care Point In Time Count reflects 200 sheltered/unsheltered homeless individuals living within Tracy's city limits, with 98 of them in TEHF; and

WHEREAS, staff continues to coordinate efforts between various departments to conduct bi-weekly clean-ups of public spaces, foster partnerships with non-profit organizations to share information on services and programs with the unsheltered, secure grants to support homeless services, and continue with the construction activities of the TEHF; and

WHEREAS, in February of 2025, the City Council was presented with a workshop regarding recommendations for the full site plan of the Arbor Avenue shelter project, one of which included the onboarding of the CalAIM Initiative through the Department of Health Care Services. This initiative seeks to work with organizations in communities who are providing services to our lowest-income residents. Some of these services include recuperative care, short-term post-hospitalization, and housing supports; and

WHEREAS, on May 2, 2025, City staff hired a consultant with Health Management Associates (HMA) to utilize a portion of the Kaiser grant funds (Resolution No. 2024-162), authorized Health Management Associates, Inc. to provide comprehensive support to the City in the implementation of CalAIM in alignment with the Department of Health Care Services Path Cited application. This ongoing support includes but is not limited to: strategic engagement with Managed Care Plans and other partners, service planning, and additional technical assistance to advance the City's Community Supports goals beyond the submission of the Path Cited application; and

WHEREAS, in May of 2025, the city applied for Technical Assistance through the Department of Health Care Services (DHCS) during the drafting of our Path Cited Round 4 grant application to assist the City in developing a Medical Respite program. This process was initiated by our current consultant, Health Management Associates, funded through our Kaiser Medical Respite Planning grant; and

WHEREAS, an amendment to the Agreement is required for Consultant to be compensated for consulting services already provided. Consultant's total compensation under this Agreement, as amended, shall not exceed $59,450. This increase provides the additional funds needed for Fiscal Year 2025-2026, including payments for invoices in the amounts of $10,389, $12,305, and $11,995 for services provided until August 31, 2025, to continue comprehensive support to the City in implementing CalAIM and be funded by the Kaiser Medical Respite Planning grant; and

WHEREAS, on July 11, 2025, the Technical Assistance application was approved, and upon receiving the notice of approval from DHCS, Health Management Associates drafted a Scope of Work and budget to assist the city in program development. Some of the project services outlined in the Scope of Work are as follows: Community Supports and Workplan Development that includes a gap analysis, Program Design and Coaching, Financial Modeling Assessment and Training, and Documentation Development; and

WHEREAS, the budget for the Scope of Work is 349 hours, totaling $149,824, for Technical Assistance support through the Department of Health Care Services. The project start date will be September 1, 2025, through April 30, 2026. This will ensure that the program has the available Technical Assistance during implementation and for 6 months after the projected start date of November 1, 2025. This Technical Assistance grant will ensure the City is meeting the Department of Health Care Services standards in the implementation of the CalAIM Initiative. These additional services and funding sources were not included in the original scope of work and compensation; and

WHEREAS, an amendment to the Agreement is required as the City and Consultant desire to amend the term of the Agreement by extending the expiration date of such term from December 31, 2025, to June 30, 2026; and

WHEREAS, the Technical Assistance allocation is a grant from the Department of Health Care Services for support with implementation of the CalAIM Initiative; and

WHEREAS, the amendment approves a change in the funding source with the Consultant effective September 1, 2025, through April 30, 2026, in which the Consultant acknowledges and agrees that funding for this Agreement will come from DHCS in the amount of $149,824, covering approved billable TA hours. This Agreement will no longer be funded by the City of Tracy; and

WHEREAS, on August 19, 2025, at the Regular City Council Meeting, due to the time sensitivity of the work, Council Member Bedolla, with a second from Mayor Pro Tem Abercrombie (per Section 4.3.1 and 4.3.2 of the Council Meeting Protocols and Rules of Procedure), requested this item be placed on the agenda for Council approval. This will bypass the review of the Tracy Homeless Advisory Committee; and

NOW THEREFORE, be it

RESOLVED: That the City Council finds that this action is exempt from California Environmental Quality Act(CEQA) pursuant to the Notice of Exemption was issued on October 16, 2020, for the TEHF in accordance with Government Code sections 65660-65662 for low barrier navigation Centers and Section 15269(c) of the CEQA Guidelines and this action is consistent with the project considered in the Notice of Exemption and no further environmental review is necessary. San Joaquin County, as the responsible entity under the National Environmental Protection Act (NEPA) for the federal grants related to this Project, conducted an Environmental Assessment in 2023 and released a Finding of No Significant Impact on January 18, 2024, in compliance with NEPA and applicable federal regulations; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy approve the Agreement and bypass the review of the Tracy Homelessness Advisory Committee per Section 4.3.1 and 4.3.2 in the Council Meeting Protocols and Rules of Procedure adopted by revised Resolution number 2023-102; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy adopt a resolution approving Amendment No. 1 with Health Management Associates, Inc., to extend the term of the Agreement from December 31, 2025, to June 30, 2026, attached hereto as Attachment 1; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy approve to increase the total not-to-exceed amount to $59,450 which provides the additional funds needed for Fiscal Year 2025-2026 to approve payments for the invoices in the amount of $10,389, $12,305 and $11,995 for services provided through August 31, 2025, for the continued comprehensive support to the City from HMA in implementing the California Advancing and Innovating Medi-Cal (CalAIM) program attached hereto as Attachment 1; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy approve a change in the funding source for the Agreement with HMA**,** effective September 1, 2025, through April 30, 2026. Under this change, the $149,824 cost of services will be funded by the California Department of Health Care Services (DHCS) and no longer be funded by the City of Tracy and City Council to approve the Technical Assistance Grant through the DHCS and allow HMA, a DHCS-approved vendor to manage the billable Technical Assistance approved hours and reimbursements through DHCS and continue to assist the City of Tracy in moving forward with the CalAIM reimbursable services at the Arbor Avenue Shelter, located at 370 Arbor Avenue, Tracy, CA 95304.

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

The foregoing Resolution 2025-_____was adopted by the Tracy City Council on the 7th day of October, 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

EXHIBITS:

Exhibit A - Amendment No. 1 to PSA- Health Management Associates, Inc.
Exhibit B - PSA - Health Management Associates, Inc. effective May 2, 2025

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Exhibit A

Amendment No. 1
To Professional Services Agreement

This Amendment No. 1 (**Amendment**) to the Professional Services Agreement (**Agreement**) entered between the City of Tracy, a municipal corporation (**City**), and Health Management Associates, Inc a Corporation (**Consultant**) is entered into as of the date of last signature below. City and Consultant are referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

A. The Agreement was executed on May 13, 2025 pursuant to Tracy Municipal Code Section 2.20.100(a)(b).

B. The term of the original Agreement expires on December 31, 2025.

C. In May of 2025, the city applied for Technical Assistance (TA) through the California Department of Health Care Services (DHCS) during the drafting of the Providing Access and Transforming Health (PATH) Capacity and Infrastructure Transition, Expansion, and Development (CITED) Round 4 grant application to assist the City in developing a Medical Respite program. This process was initiated by the Consultant and funded through the Kaiser Medical Respite Planning grant. While awaiting approval from the California DHCS, the city has worked with the Consultant to draft policies and procedures and work on the program development for the Medical Respite program implementation.

D. On July 11, 2025, the Technical Assistance application was approved by DHCS. Upon receiving the notice of approval from DHCS, the Consultant drafted a revised Scope of Work and Budget to assist the City in program development. Some of the project services outlined in the Scope of Work are as follows: Community Supports and Workplan Development that includes a gap analysis, Program Design and Coaching, Financial Modeling Assessment and Training and Documentation Development. The budget for the Scope of Work is $149,823.25 of Technical Assistance support through the DHCS with a project start date of September 1, 2025 through April 30, 2026.

E. The City and Consultant desire to amend the term of the Agreement by extending the expiration date of such term from December 31, 2025 to June 30, 2026. This will ensure that the program has the available Technical Assistance during implementation and for six (6) months after the projected start date of November 1, 2025.

F. The City and Consultant agree to amend the compensation by increasing the total not-to-exceed amount to $59,450, which covers additional funds for Fiscal Year 2025-2026, including $24,300.00 for services in July and August 2025 funded through the City of Tracy's Kaiser Medical Respite Planning grant. Effective September 1, 2025 to April 30, 2026, the Consultant acknowledges and agrees that technical assistance support will be funded by the California Department of Health Care Services (DHCS) in the amount up to $149,823.25 through the CalAIM PATH TA Marketplace Grant and the City will no longer be funded all work through the City of Tracy's Kaiser Medical Respite Planning Grant. The Consultant acknowledges and agrees that the City shall be responsible only for payment of invoices related to services rendered through August 31, 2025, and that the City shall have no financial responsibility for any payment of any invoices or costs for services rendered on or after September 1, 2025. However, the City will continue to comply with all requirements of the three-way contract between DHCS, Consultant, and

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the City of Tracy, including reviewing and approving invoices for which the DHCS is responsible for payment to the Consultant.

G. This Amendment is being executed pursuant to Resolution No. _____ approved by Tracy City Council on _____.

Now therefore, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. **Option to Extend.** Pursuant to Section 2.1 of the Agreement, the City hereby extends the Term by six (6) months and, accordingly, Section 2.1 of the Agreement is hereby modified to reflect that the Term expires on June 30,2026 or earlier by termination pursuant to Section 6 of this Agreement ("Term").

2. **Scope of Work.** Section 1 of the Agreement is hereby modified to reflect that Consultant shall perform the professional services, tasks, and scope of work described in **Exhibit "A-1"** 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": Nai Kasick, MPH, Principal**.** Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit A-1, 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-1**, 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-1**.

3. **Compensation.** Pursuant to Section 3 of the Agreement, the 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-1**, which is attached hereto and incorporated herein by this reference.

4. **Not to Exceed Amount**. Accordingly, Section 3.1 of the Agreement is hereby modified to reflect that Consultant's total compensation under this Agreement shall not exceed $59,450 (fifty-nine thousand four hundred and fifty) 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-1** 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.

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5. **Effect**. The Parties hereto ratify the Agreement and, except as expressly modified by this Amendment, all provisions of the Agreement will remain unchanged and in full force and effect.

6. **Entire Agreement.** This Amendment represents the entire agreement and understanding of the Parties and shall supersede any prior agreement—written or oral—between the Parties. This Amendment will not be valid and enforceable until executed by all of the Parties hereto. This Amendment may not be modified or altered except through a subsequent writing signed by both Parties.

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

8. **Signatures.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter and to execute this Amendment. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Amendment may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all Parties, even though all Parties are not signatory to the same counterpart.

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

City of Tracy, a Municipal Corporation

By: _____
Dan Arriola
Title: Mayor

Date: _____

Attest:

_____
April Quintanilla, City Clerk

Approved as to form:

_____
L. David Nefouse, City Attorney

Health Management Associates, Inc., a Corporation

Signed by:
By: Kelly Johnson
7533E7CBA7A5470...
Kelly Johnson

Title: Chief Administrative Officer

September 19, 2025 | 11:21 PDT
Date: _____

Federal Employer Tax ID No. 38-2599727

DocuSigned by:
By: Jeff Wink
7155003ED6E14A8...
Jeff Wink

Title: Chief Financial Officer

September 19, 2025 | 11:31 PDT
Date: _____

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Exhibits:

A-1 Scope of Work:
1. Original Scope of Work
2. TA Assistance

B-1 Compensation

Exhibit A-1 Scope of Work

1. **Original Scope of Work:**

Proposed Approach and Deliverables

The following sections outline our understanding of your needs, our approach to meeting those needs, the deliverables we will produce, the proposed project timeframes, and certain assumptions we have made in creating this approach.

Our Understanding of Your Needs

HMA will provide comprehensive support to The City of Tracy in the development of the California Department of Health Care Services (DHCS) Providing Access and Transforming Health (PATH) CITED round four application.

Proposed Approach

HMA will partner with The City of Tracy team to:

- Develop the proposal responses and budget.

It is expected that The City of Tracy will input and upload the budget, narrative responses, all supporting documents, as well as respond to the organizational specific questions.

Deliverables

HMA will provide comprehensive support to The City of Tracy in the development of the DHCS PATH CITED round four application. This will specifically include development of the following required elements of the proposal:

	Deliverable	Description	Date
1.	Budget	HMA will assist The City of Tracy in developing the budget for the CITED application. This will involve completing the budget worksheet based on an existing gap analysis, county gaps, DHCS priorities, and input from The City of Tracy team. HMA will ensure the budget is aligned with the program's needs and includes all relevant costs. The City of Tracy will provide any necessary data or documentation to support the budget development, and their assigned staff will collaborate with HMA team to gather supporting documents. The City of Tracy staff will be responsible for outreaching and estimating the cost for required services from applicable vendors. HMA will incorporate this input on the budget.	May 2, 2025 – June 30,2026
2.	Narrative	HMA will support The City of Tracy in crafting responses to the narrative section of the application. This will involve working closely with The City of Tracy to ensure the proposal responds effectively to the grantor's priorities and requirements. HMA will advise on the development of narrative	May 2, 2025 - June 30,2026

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	Deliverable	Description	Date
		responses, drawing from existing data, previous narratives, and other data and/or gap analysis provided by The City of Tracy. The City of Tracy will contribute by sharing any relevant information, updates, and other content, while also designating staff to assist in reviewing drafts and ensuring the proposal is complete, accurate, and compelling.	
3.	Continued Support	HMA will continue to support the City of Tracy with CalAIM implementation in alignment with the PATH CITED scope of work outlined in the existing agreement. This ongoing support includes but is not limited to: strategic engagement with Managed Care Plans and other partners, service planning and additional technical assistance to advance ethe City's Community Supports goals beyond the submission of the PATH CITED application.	May 2, 2025 – June 30,2026

Project Timeframes

This project will continue until June 30, 2026

Assumptions and Limitations

The proposed services, staffing arrangements, and proposal are valid for 10 days from the date of this proposal, after which the project fees and staff availability may be subject to change. If you accept this proposal as is, we will initiate our contracting process. Our proposal does not constitute a formal bid and does not contractually bind either party.

HMA often serves multiple clients within a certain industry or market, including those with potentially opposing interests, and HMA's relationship with you will not be an exclusive relationship. Accordingly, HMA may have served, may currently be serving, or may in the future serve, other companies whose interests may be adverse to yours. In all such situations, HMA is committed to maintaining the confidentiality of each client's information, and ensuring that your interests, proprietary and otherwise, are protected. To that end, HMA strictly adheres to our Policy and Guidelines Related to Conflicts of Interest and Proprietary Information which contain nondisclosure procedures (such as firewall protocols and other safeguards) for the purpose of maintaining each client's confidential information and ensuring that your interests are protected.

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Team and Qualifications

The greatest value HMA brings to every project is the collective experience and expertise of the individuals on our team.

Nai Kasick will serve as the project director and will ensure timely completion of deliverables, coordinate team activities, and provide consistent communication with you. Mary Ader will be the primary staff on this project. Additional HMA staff will provide services for the project as appropriate.

HMA Team

Nai Kasick, MPH, Principal

Mary Adèr, MPH, MPP, Senior Consultant

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Exhibit A-1 Continued

2. Scope of Work for Technical Assistance:

Technical Assistance (TA) through the California Department of Health Care Services (DHCS) during the drafting of the Providing Access and Transforming Health (PATH) Capacity and Infrastructure Transition, Expansion, and Development (CITED) Round 4 grant application to assist the City in developing a Medical Respite program. Through this initiative, HMA will be able to continue providing Technical Assistance and strategic support to the City of Tracy in launching its Community Supports (CS) services, in particular recuperative care. The TA Marketplace initiative provides resources for community-based organizations, cities and counties to access technical assistance resources through DHCS-approved consultants to build the infrastructure needed to implement CS services. HMA is among these approved consultants.

Project Summary:

The City of Tracy seeks Hands-on Technical Assistance (TA) to expand essential community support services for San Joaquin County, a rural area with limited access to social services. Currently, the City provides temporary housing for up to 86 individuals experiencing homelessness and partners with the county's Continuum of Care, Health Plan of San Joaquin, and Health Net to enhance its service offerings to their Members. There is a critical need to expand services, particularly Recuperative Care, Short-Term Post Hospitalization Housing, and Housing Navigation, Housing Deposit, Housing Tenancy and Sustaining Services as there are no other providers in the south county and overall limited community support providers in this Central Valley County. These gaps in care affects vulnerable populations, and the City of Tracy's expansion efforts will help address this urgent need.

Project Goals and Objectives (include the domain of the project):

With HMA's support, City of Tracy aims to achieve the following goals:

1. Conduct a Community Support readiness assessment and gap analysis for Recuperative Care, Short-Term Post Hospitalization Housing, and Housing Navigation, Housing Deposit and Housing Tenancy and Sustaining Services;
2. Develop a remediation plan and develop resources such as policies and procedures, program description documents, assessment tool and care plan templates, staff training and others to meet Medi-Cal Managed Care Plans (MCPs) compliance;
3. Coach and support with Program Design, MCP engagement and contract negotiations. This includes but not limited to providing guidance to help City of Tracy understand contractual terms and service obligations required for CS delivery, ensuring clear comprehension and alignment with expectations; assisting in the creation and implementation of a comprehensive contract management process, including timelines, compliance tracking mechanisms, and efficient renewal protocols to ensure seamless ongoing management; outlining and clarifying staffing requirements necessary for meeting MCP contracting expectations and service delivery standards; assisting with the preparation and submission of the certification application required for contracting with the MCP; and facilitating and supporting with the contract negotiations with the MCP.
4. Perform a financial pro forma for CS services to ensure service sustainability

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Non-Duplication of Funding (explanation required for all clients with multiple TA Marketplace projects):

There will be no duplication between the hands-on TA Marketplace assistance and the City of Tracy's anticipated CITED Round 4 funding request, as each initiative serves a distinct and complementary purpose. The TA Marketplace support will focus exclusively on providing customized technical assistance to guide the City of Tracy through CS readiness activities, including comprehensive needs assessments, gap analyses, and targeted remediation planning. This technical support is designed to build the foundational infrastructure and operational capacity required to launch and sustain CS services effectively. In contrast, the CITED Round 4 request will be used to secure tangible, on-the-ground resources necessary to implement the services informed by the TA Marketplace work. These resources include salaries for CS services staff such as a program director, housing navigators, and other tangible resources. While TA Marketplace support will focus on strategic planning and system development, CITED funds will be directed toward implementation and staffing, ensuring that both streams of support are aligned but non-overlapping.

Sustainability:

For TA Projects with work products meant to be updated and used beyond the period of performance, please describe what on-going costs are associated with these products, and what the TA Recipient's plans are for sustainability of the project products and outputs. Please indicate N/A if this does not apply to this TA Project.

The City of Tracy is strategically coordinating and leveraging CalAIM resources to strengthen its infrastructure and capacity as a CS provider in San Joaquin County. Through an anticipated agreement with Health Plan of San Joaquin, the City of Tracy is laying the groundwork to deliver high-quality, sustainable services for Medi-Cal members. With support from HMA through TA Marketplace, the City of Tracy is receiving hands-on technical assistance to complete a comprehensive readiness assessment and develop essential program compliance. This includes finalized workflows, a full suite of P&Ps and other compliance documentation aligned with MPC and DHCS requirements.

The City of Tracy's aim is to provide high-quality housing support services for Medi-Cal members. To achieve this, comprehensive CS readiness assessment that identifies gaps in our current infrastructure. This assessment along with the financial pro forma will inform our strategies for building capacity, allowing us to refine workflows, policies, and assessment tools to streamline operations and improve care coordination.

Project Management and Communication Plan:

Initial Project Launch meeting with City of Tracy to review and clarify the project goals, desired outcomes, and timelines, identify points of contact for the HMA and the City of Tracy teams, and set date for sharing the project workplan. Once approved, Ongoing Progress Reports will take place through biweekly interim progress updates to ensure alignment by both parties with project timelines and scope and allow for the identification of risk areas or changes to the initial workplan that need to be elevated. Agendas and follow-up activities from these regular updates will be jointly developed and communicated by identified communications coordinators on both sides. HMA will conduct a Close Out Meeting with the full project team to discuss what was accomplished, lessons learned, and what will happen next.

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TA Marketplace Deliverable/Task Description	
Project Deliverable	Task Description
1. Project Launch	Co-Facilitated Project Launch call and completion of initial project workplan with City of Tracy leadership and other stakeholders. Level setting of engagement; Introduction of HMA & City of Tracy teams; Project plan discussion; Establishing meeting and project status updates cadence; Information gathering
2. Comprehensive CS Assessment & Gap Analysis	Comprehensive CS (housing trio, recuperative care services, and short term post hospital housing) readiness assessment of the organization's capacity and infrastructure, including development of a workplan to evaluate quality and identify programmatic gaps to meet Program and MCP requirements. CS (recuperative care services, housing navigation, and day habitation services) Readiness Assessment Tools; Gap Analysis Report; and Workplan to Address Any Gaps (e.g., staff training, policies and procedures, workflows, referrals pathways, organizational structure and claims billing).
3. Documentation & Other Resources Development	Comprehensive CS readiness assessment of the organization's capacity and infrastructure, including development of a workplan to address gaps (e.g., staff training, policies and procedures, workflows, referrals pathways, organizational structure and claims billing) to meet Program and MCP requirements.
4. CS Program Design Support	Provide SME technical expertise with program design, implementation and continuous improvement. This includes guidance on workflows, staff training, systems integration, and others
5. Financial Pro Form	Conduct comprehensive assessment, Final Summary Report with recommendations and Conduct training and education
6. Project Close Out	TA Marketplace Support and Project management of deliverables, timeline and budget

Project Period of Performance:

Please use a future date as the project start date. Signed TA Project SOWs/Budgets cannot be backdated to have a retroactive start date.

Please identify project length in either weeks or months, whichever is most appropriate for the project.

Project Start Date:	9/2/2025
Project End Date:	4/30/2026
Project Length:	34 Weeks
Project not-to-exceed amount:	$150,000
Final invoice date:	5/1/2026

Project Staff:

Name	Role
Nai Kasick	Project Director
Anthony Federico	Senior Consultant
Noah Evans	Research Assistant
Helen DuPlessis	Physician Principal
Reina Hudson	Senior Consultant
Aaron Ranthum	Associate Principal
MaryEllen Mathis	Project Manager

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Exhibit B-1 Compensation

1. Original Scope of Work:

Proposed Cost

HMA proposes to conduct this work on a time-and-materials basis using the hourly professional and travel rates indicated in the table below. We estimate the cost of the project will not exceed $59,450. Included within this amount is the complete cost of doing business with HMA, including indirect costs such as overhead, general, and administrative costs.

HMA expects to conduct this project virtually and does not anticipate on-site travel, so no costs have been included for labor or expenses related to travel. Should you request on-site travel, we will work with you to adjust pricing accordingly.

2025 HMA HOURLY RATES

Title	Professional Services	Travel Time
Physician Principal	$555	$555
Managing Principal/Director/Vice President	$485	$485
Principal	$475	$475
Associate Principal	$430	$430
Senior Consultant	$385	$385
Consultant/Associate	$265	$265
Research Associate	$205	$205
Administrative, Clerical, and Support Staff	$125	$125

HMA billing rates increase on January 1 of each calendar year unless agreed otherwise in writing.

We will issue monthly invoices detailing hours spent and expenses incurred in the previous month.

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3. Technical Assistance:

2025 Role Title (for all new and incoming projects as of 11/22/2024)	2025 Rate (for all new and incoming projects as of 11/22/2024)
Physician Principal	$570.00
Managing Director	$500.00
Managing Principal	$500.00
Principal	$485.00
Associate Principal	$440.00
Senior Consultant	$395.00
Consultant	$275.00
Research Associate	$210.00
Certified Project Manager	$165.00

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PAYMENT TERMS

1. The City and Consultant desire to amend the Compensation by increasing the total not-to-exceed amount to $59,450 which provides the additional funds needed for Fiscal Year 2025-2026, including $24,300 for July and August 2025 funded through the City of Tracy Kaiser Medical Respite Planning grant.

Project	Description of Work	Project Period	Funding Source	City Funded	Total Hours	Total NTE
1. HMA- Original Scope of Work	Provide comprehensive support to the City in the implementation of CalAIM in alignment with the DHCS PATH CITED application. This ongoing support includes but is not limited to: strategic engagement with Managed Care Plans and other partners, service planning and additional technical assistance to advance the City's Community Supports goals beyond the submission of the PATH CITED application.	May 2, 2025 through August 31, 2025	City of Tracy Kaiser Medical Respite Planning Grant	Yes	N/A	$ 59,450.00

2. Effective September 1, 2025, through June 30, 2026, Consultant acknowledges and agrees that funding for Technical Assistance support through the DHCS noted in this Agreement will come from DHCS in the amount of $149,823.25, covering approved billable TA hours, and this Agreement will no longer be funded by the City of Tracy Kaiser Medical Respite Planning grant.

Project	Description of Work	Project Period	Funding Source	City Funded	Total Hours	Total NTE
2. Scope of Work for Technical Assistance	HMA will provide Technical Assistance and strategic support to the City of Tracy in launching its Community Supports (CS) services, in particular recuperative care. The TA Marketplace initiative provides resources for community-based organizations, cities and counties to access technical assistance resources through DHCS-approved consultants to build the infrastructure needed to implement CS services. Funding for Technical Assistance support through the DHCS noted in this Agreement will come from DHCS, covering approved billable TA hours, and this Agreement will no longer be funded by the City of Tracy Kaiser Medical Respite Planning grant.	September 1, 2025 through June 30, 2026	DHCS Technical Assistance Grant	No	349 Hours	$ 149,965.00

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CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
Health Management Associates, Inc.

This Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and Health Management Associates, Inc., a Corporation ("Consultant"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain the professional services of Consultant to provide comprehensive support to the City in the implementation of the California Advancing and Innovating Medi-Cal (CalAIM) in alignment with the California Department of Health Care Services (DHCS) Providing Access and Transforming (PATH) Capacity and Infrastructure Transition, Expansion, and Development (CITED) application. This ongoing support includes but is not limited to: strategic engagement with Managed Care Plans and other partners, service planning and additional technical assistance to advance the City's Community Supports goals beyond the submission of the PATH CITED application as further described herein and in Exhibit A.

B. On May 2, 2025, Consultant submitted its proposal to the City to provide support with the Capacity and Infrastructure Transition, Expansion, and Development (CITED) round four proposal submission. Pursuant to Tracy Municipal Code Sections 2.20.270(c), services of Consultants and similar professionals are exempt from competitive bidding and the Consultant demonstrated that it fits the City's needs for competence and professional qualifications necessary for the satisfactory performance of the Scope of Work defined below.

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

D. This Agreement was approved on May 13, 2025 pursuant to Tracy Municipal Code Section 2.20.100(a)(b).

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": Nai Kasick, MPH, 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

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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 May 2, 2025 and expire and terminate automatically on December 31, 2025 or earlier by termination pursuant to Section 6 of this Agreement ("Term"). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to an additional term of 1 (one) year(s) and require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement.

3. Compensation. City shall pay Consultant on a time and expense basis 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 $24,999 (twenty-four thousand nine hundred and ninety-nine) 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.

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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

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by law, indemnify, defend, and hold harmless the City from and against any and all Claims relating to or in connection with such a finding and/or determination.

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

5. Insurance. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of 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.

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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.

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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: Brian MacDonald,
Parks, Rec & Community Services Director
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
Health Management Associates, Inc.
Attn: Nai Kasick, Principal
2501 Woodlake Circle, Suite 100
Okemos, MI 48864

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;

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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.

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12.14 Counterparts. City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

12.15 Expenses for Enforcement. Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

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

[Signature Page to Follow]

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As of the date of last signature below, the undersigned Parties agree to the full performance of the terms set forth in this Agreement and have caused this Agreement to be duly executed.

City of Tracy, a Municipal Corporation

By: DocuSigned by: Brian MacDonald 33ED714625E21BD...
Brian MacDonald

Title: Parks, Rec & Community Services Director

Date: 5/8/2025 | 5:26 PM PDT

Attest:

Signed by: April B. A. Quintanilla F16DD30BC2B8196...
April Quintanilla, City Clerk
5/13/2025 | 10:06 AM PDT

Approved as to form:

Signed by: Kamalpreet Gill 9545288B9170512...
Kamal Gill, Deputy City Attorney
5/13/2025 | 10:04 AM PDT

Health Management Associates, Inc., a Corporation

By: Signed by: Kelly Johnson 7533E7CBA7A5470...
Kelly Johnson

Title: Chief Administrative Officer

Date: 5/7/2025 | 11:02 AM PDT

Federal Employer Tax ID No. 38-2599727

By: DocuSigned by: Jeff Wink 7155003ED6E14AB...
Jeff Wink

Title: Chief Financial Officer

Date: 5/7/2025 | 1:53 PM EDT

Exhibits:

A	Scope of Work
B	Compensation

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EXHIBIT A - Scope of Work

Proposed Approach and Deliverables

The following sections outline our understanding of your needs, our approach to meeting those needs, the deliverables we will produce, the proposed project timeframes, and certain assumptions we have made in creating this approach.

Our Understanding of Your Needs

HMA will provide comprehensive support to The City of Tracy in the development of the California Department of Health Care Services (DHCS) Providing Access and Transforming Health (PATH) CITED round four application.

Proposed Approach

HMA will partner with The City of Tracy team to:

- Develop the proposal responses and budget.

It is expected that The City of Tracy will input and upload the budget, narrative responses, all supporting documents, as well as respond to the organizational specific questions.

Deliverables

HMA will provide comprehensive support to The City of Tracy in the development of the DHCS PATH CITED round four application. This will specifically include development of the following required elements of the proposal:

	Deliverable	Description	Date
1.	Budget	HMA will assist The City of Tracy in developing the budget for the CITED application. This will involve completing the budget worksheet based on an existing gap analysis, county gaps, DHCS priorities, and input from The City of Tracy team. HMA will ensure the budget is aligned with the program's needs and includes all relevant costs. The City of Tracy will provide any necessary data or documentation to support the budget development, and their assigned staff will collaborate with HMA team to gather supporting documents. The City of Tracy staff will be responsible for outreaching and estimating the cost for required services from applicable vendors. HMA will incorporate this input on the budget.	May 2, 2025 – December 31, 2025
2.	Narrative	HMA will support The City of Tracy in crafting responses to the narrative section of the application. This will involve working closely with The City of Tracy to ensure the proposal responds effectively to the grantor's priorities and requirements. HMA will advise on the development of narrative	May 2, 2025 - December 31, 2025

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EXHIBIT A - Scope of Work (Continued)

	Deliverable	Description	Date
		responses, drawing from existing data, previous narratives, and other data and/or gap analysis provided by The City of Tracy. The City of Tracy will contribute by sharing any relevant information, updates, and other content, while also designating staff to assist in reviewing drafts and ensuring the proposal is complete, accurate, and compelling.	
3.	Continued Support	HMA will continue to support the City of Tracy with CalAIM implementation in alignment with the PATH CITED scope of work outlined in the existing agreement. This ongoing support includes but is not limited to: strategic engagement with Managed Care Plans and other partners, service planning and additional technical assistance to advance ethe City's Community Supports goals beyond the submission of the PATH CITED application.	May 2, 2025 – December 31, 2025

Additionally, HMA will continue to support the City of Tracy with CalAIM implementation in alignment with the PATH CITED scope of work outlined in the existing agreement. This ongoing support includes but is not limited to: strategic engagement with Managed Care Plans and other partners, service planning and additional technical assistance to advance ethe City's Community Supports goals beyond the submission of the PATH CITED application.

Project Timeframes

This project will continue until December 31, 2025.

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EXHIBIT A - Scope of Work (Continued)

Assumptions and Limitations

The proposed services, staffing arrangements, and proposal are valid for 10 days from the date of this proposal, after which the project fees and staff availability may be subject to change. If you accept this proposal as is, we will initiate our contracting process. Our proposal does not constitute a formal bid and does not contractually bind either party.

HMA often serves multiple clients within a certain industry or market, including those with potentially opposing interests, and HMA's relationship with you will not be an exclusive relationship. Accordingly, HMA may have served, may currently be serving, or may in the future serve, other companies whose interests may be adverse to yours. In all such situations, HMA is committed to maintaining the confidentiality of each client's information, and ensuring that your interests, proprietary and otherwise, are protected. To that end, HMA strictly adheres to our Policy and Guidelines Related to Conflicts of Interest and Proprietary Information which contain nondisclosure procedures (such as firewall protocols and other safeguards) for the purpose of maintaining each client's confidential information and ensuring that your interests are protected.

Team and Qualifications

The greatest value HMA brings to every project is the collective experience and expertise of the individuals on our team.

Nai Kasick will serve as the project director and will ensure timely completion of deliverables, coordinate team activities, and provide consistent communication with you. Mary Ader will be the primary staff on this project. Additional HMA staff will provide services for the project as appropriate.

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EXHIBIT B - Compensation

Proposed Cost

HMA proposes to conduct this work on a time-and-materials basis using the hourly professional and travel rates indicated in the table below. We estimate the cost of the project will not exceed $24,999. Included within this amount is the complete cost of doing business with HMA, including indirect costs such as overhead, general, and administrative costs.

HMA expects to conduct this project virtually and does not anticipate on-site travel, so no costs have been included for labor or expenses related to travel. Should you request on-site travel, we will work with you to adjust pricing accordingly.

2025 HMA HOURLY RATES

Title	Professional Services	Travel Time
Physician Principal	$555	$555
Managing Principal/Director/Vice President	$485	$485
Principal	$475	$475
Associate Principal	$430	$430
Senior Consultant	$385	$385
Consultant/Associate	$265	$265
Research Associate	$205	$205
Administrative, Clerical, and Support Staff	$125	$125

HMA billing rates increase on January 1 of each calendar year unless agreed otherwise in writing.

We will issue monthly invoices detailing hours spent and expenses incurred in the previous month.

October 7, 2025

Agenda Item 1.I

RECOMMENDATION

Staff recommends that City Council adopt resolutions 1) approving the declaration of various vehicles and equipment as surplus and approving their disposition pursuant to Tracy Municipal Code Section 2.20.310 and 2) approve the purchase of multiple pieces of replacement equipment and new equipment, in the amount of $214,206 including the execution of One (1) separate Purchase Agreement with Cal Line Equipment, Inc. utilizing the Sourcewell Cooperative Program.

EXECUTIVE SUMMARY

City Council's approval of this request will authorize the purchase of new vehicles and equipment. A current need exists to replace antiquated vehicles and equipment, as well as to acquire new vehicles and equipment to support the operation and maintenance of City infrastructure. This request seeks authorization to make the necessary purchases.

BACKGROUND

The Operations Department is responsible for managing most of the City's vehicle and equipment fleet. There is an existing need to replace antiquated vehicles and equipment for the Operations, Utilities, and Parks Departments for use throughout the city. Operations Fleet Division is asking for authorization for the replacement and purchase of the vehicles and equipment.

ANALYSIS

On August 18, 2025, staff contacted multiple dealerships to provide the city with quotes for various replacement fleet vehicles and equipment. Dealers were allowed to quote on only the vehicle(s) and equipment they can provide instead of the entire list. In order to receive the best price for each unit, quotes are being recommended from multiple vendors based on the lowest informal quoted vehicles and equipment – including any adjustments allowed through the City's Local Preference ordinance. Three vendors submitted quotes to the city.

Sourcewell is a municipal contracting government agency that serves education and government agencies nationally through competitively bid and awarded contract purchasing solutions. The City of Tracy is an established customer with Sourcewell (customer number 18531). The city is authorized to make purchases using the Sourcewell cooperative purchasing agreements, per Tracy Municipal Code section 2.20.220.

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

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

Below is a list of equipment that will be purchased.

Description	Vendor	Cost	Public Bidding Procedure
2025 Bandit Intimidator 19XPC Replacing asset 2304	Cal-Line Equipment, Inc.	$103,899	Sourcewell (NJPA) 010925-BAN
2025 Redexim Verti-Drain 7521 New Addition	California Turf Equipment & Supply Inc.	$52,341	Lowest Quoted Vendor
2025 DTC Big Shot 600D Replacing asset 2244	Dispensing Technology Corporation	$57,966	Lowest Quoted Vendor

FISCAL IMPACT

Funding was budgeted and is available in the fiscal year 2025-2026 vehicle and equipment replacement fund budget and the Parks, Recreation, and Community Services Fund for the acquisition of this equipment.

STRATEGIC PLAN

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

CEQA REVIEW

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that City Council adopt resolutions 1) approving the declaration of various vehicles and equipment as surplus and approving their disposition pursuant to Tracy Municipal Code Section 2.20.310 and 2) approve the purchase of multiple pieces of replacement equipment and new equipment, in the amount of $214,206 including the execution of One (1) separate Purchase Agreement with Cal Line Equipment, Inc. utilizing the Sourcewell Cooperative Program

Prepared by: Adrian Taylor, Fleet Supervisor

Reviewed by: David Murphy, Assistant Director of Operations
Jim Thompson, Operations Superintendent
Anush Nejad, Director of Public Works
Stephanie Reyna-Hiestand, Assistant Director of Utilities
Sara Castro, Director of Finance
Arturo M Sanchez, Assistant City Manager
L. David Nefouse, City Attorney

Approved by: Midori Lichtwardt, City Manager

Attachments:

A – Sourcewell Contracts
B – Vehicle and Equipment Quotes
C – Sourcewell Purchase Agreement

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MASTER AGREEMENT #RFP 010925
CATEGORY: Tree Maintenance Equipment, Attachments & Accessories
SUPPLIER: Bandit Industries, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Bandit Industries, Inc., 6750 W. Millbrook Road, Remus, MI 49340 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

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Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on February 24, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #010925 to Participating Entities. In Scope solutions include:

   a) Tree cutting, trimming and removal equipment;
   b) Automated, remote, or robotic tree maintenance equipment;
   c) Stump cutters and grinders;
   d) Brush and limb chippers;
   e) Portable tree and brush incineration equipment;
   f) Vehicle and equipment attachments designed primarily for the use of tree and vegetation management, including but not limited to grapples, chainsaw bars, tree jacks, drum mowers, and grinders

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

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i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

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

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

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

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

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

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

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certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

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administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

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remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

    c) **Use; Quality Control.**
        i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

        ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and

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Participating Entity to negotiate this term to within any transaction documents.

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

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

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

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Bandit Industries, Inc.
Signed by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Jason Morey CAF6214CC78E413...
By: _____	By: _____
Jeremy Schwartz	Jason Morey
Title: Chief Procurement Officer	Title: Marketing Manager
Date: 2/17/2025 | 4:19 PM CST	Date: 2/17/2025 | 4:43 PM EST

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RFP 010925 - Tree Maintenance Equipment, Attachments, and Accessories

Vendor Details

Company Name:	Bandit Industries, Inc.
Address:	6750 Millbrook Road Remus, MI 49340
Contact:	Jason Morey
Email:	jmorey@banditchippers.com
Phone:	989-561-6175
HST#:	382798375

Submission Details

Created On:	Wednesday December 18, 2024 10:25:49
Submitted On:	Wednesday January 08, 2025 14:31:22
Submitted By:	Jason Morey
Email:	jmorey@banditchippers.com
Transaction #:	42515b8b-5ed1-4786-8aaa-d12db2ee3023
Submitter's IP Address:	67.209.245.140

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Bandit Industries, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Bandit Industries, Inc. and our dealer network. See attached Bandit dealer listing.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	00RE4 = Cage Code DQBPVMGJDQ5 = UEI	*
5	Provide your NAICS code applicable to Solutions proposed.	333120 333243 333112	
6	Proposer Physical Address:	6750 W Millbrook Rd. Remus, MI 49340	*
7	Proposer website address (or addresses):	www.banditchippers.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Jason Morey jmorey@banditchippers.com 989-561-6175 Marketing Manager 6750 Millbrook Road Remus, MI 49340	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jason Morey jmorey@banditchippers.com 989-561-6175 Marketing Manager 6750 Millbrook Road Remus, MI 49340	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Not Applicable	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	The year was 1983 when original founder Mike Morey Sr. left a prominent position in the woodchipper manufacturing industry to set out and build a better product. "Nobody would listen; not to me, or the product guys, or the customers telling us what they needed," said Morey on the work environment that led him to start his own company. "Frustrating doesn't even begin to describe what it was like. Mike finally had enough and with the support of his wife (and Bandit co-founder Dianne) and their children, he started a small company called Foremost Fabrications.	

He procured a 6,000 square foot repair shop located in a rural field approximately ten miles west of Mt. Pleasant, Michigan. He had the assistance of six employees, and using the designs his previous company had rejected, Mike and the fledgling team built the first Brush Bandit® chipper – the Model 100.

After the first unit was completed, Mike hit the road to promote the new chipper. Aside from the innovative design with the now-famous Slide Box Feed System, he pledged durability, honesty, integrity, and unwavering support as part of the Bandit ownership experience. It did not take long before the first load of Bandit chippers hit the road.

In 1987 Jerry Morey and Dennis Tracy left the same company to join Mike and Dianne as co- owners, bringing significant experience in sales and marketing with them. The company name was officially changed from Foremost Fabrications to Bandit Industries, Inc. A big part of the sales and marketing strategy was to set-up a variety of dealers across the country that would provide unmatched support on all levels. Sadly, Dennis Tracy passed away in 1997 leaving Dianne, Mike, and Jerry as the three owners of Bandit.

In addition to manufacturing a complete line of hand-fed chippers, Bandit continued to grow by adding product lines throughout the years. Bandit pioneered the self-propelled chipper market by introducing the first whole tree track chipper in 1990. Bandit entered the horizontal grinder market in 1995 by unveiling The Beast® – a powerful horizontal grinder that would soon become one of the leading machines in the world for processing waste wood, plastic, roofing shingles, and much more.

Bandit continued enhancing its product offerings by developing a stump grinder product line and introduced them at the TCIA show in 2004. A line of track carriers was offered to the market in 2006 featuring interchangeable forestry mower and stump grinding heads. With the success of the track mulching carriers, a 60” and 72” forestry mulcher attachment for skid- steers was added in 2013.

2018 brought on a unique partnership with Arjes a company out of Limbach, Germany to be the exclusive North American representative to sell their line of slow speed shredders. The Arjes models excel at processing construction and demolition waste, chunk wood, concrete, metal and more. Overall Bandit now has six major product lines to serve a variety of markets.

As the product lines grew, so did the manufacturing capabilities. Averaging a major building expansion every two years, Bandits original 6,000 square foot shop grew to over 340,000 square feet of manufacturing space up until 2020. In 2018 a 19,600 square foot parts warehouse was constructed to increase parts staff and inventory. As the demand for Bandit products increased, the determination was made to dedicate significant resources in expansions. Building expansions included additions to the stump grinder and Beast assembly areas along with an addition to the hand-fed pre-assembly area. In 2022, a new state-of-the art material processing center was started. Once all expansions are completed, the total manufacturing space will be 560,000 square feet.

At the end of 2021, Bandit announced the purchase of Trelan located just a short distance from Bandit’s headquarters. Trelan has manufactured quality whole tree disc-style chippers since the seventies, further enhancing Bandit’s line-up of whole tree chippers. In the summer of 2022, Bandit purchased Birch Tank located in Mount Pleasant, Michigan. This purchase added another 60,000 square feet of manufacturing space and another 6,000 square feet of office space.

Bandit’s dealer network has always been a key to the success achieved. Bandit dealers invest significant resources in personnel, inventory, and support. Most dealers have dedicated parts, sales, and service employees to ensure customers are supported at the highest level. A significant number of new dealers have come on board over the last few years and the dealer network now consists of over 250 locations worldwide.

Throughout the years numerous Bandit employees have made a significant impact on the success of the company. The commitment for quality, innovation and dedication is instilled in every Bandit employee and one of the main reasons Dianne, Mike and Jerry decided to create and Employee-Owned Company (ESOP) in 2018.

In January of 2024, after serving Bandit as President and CEO since 1987, Jerry Morey announced his retirement appointing Craig Davis as the new President and CEO. Shortly after Craig became CEO, he announced the formation of a new management board to lead the company. More information on Craig and the new management team can be found under the news section of the website.

MISSION AND VISION

		OUR MISSION: As a team of employee-owners, we will provide quality, reliable, and productive equipment leading to high customer satisfaction and prosperity. OUR VISION: Through continued product innovation with a commitment to provide unmatched support through a global dealer network, we will be the preferred equipment solution for those specializing in tree care and waste reduction applications around the world. CORE VALUES: Integrity: We will hold ourselves to the highest integrity and ethical behavior following through on our promises and strengthening our reputation through trust. Ownership: Each employee-owner will take initiative to bring positive results, striving to do better and anticipating problems before they occur. Quality: Quality is an attitude with an unwavering commitment to manufacture and support each product to the highest quality standards, ensuring each machine will exceed customer expectations. Teamwork: We will work as a team to achieve common objectives. With consistent collaboration, we will achieve the highest level of results. Through mutual respect, we will welcome diverse skills and perspectives to enhance our ability to be an industry leader and innovator.	
12	What are your company's expectations in the event of an award?	If awarded another Sourcewell contract, Bandit and our diverse North American dealer network will continue to push hard and promote the Sourcewell contract to municipal agencies. Our current contract continues to be a huge asset and has significantly simplified the selling process. In the past, it was more cumbersome and time consuming for our dealers to sell to municipals as this process involved more paperwork, etc. The Sourcewell contract encourages our team to be more focused on selling to municipal agencies as it saves them time and is a great tool to utilize.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Since 1983 Bandit has been a strong financial company. After becoming an ESOP in 2018, Bandit purchased two local businesses (one 45,000 sg/ft facility and another 67,000 sq/ft facility). These acquisitions have enhanced our ability to support our dealers and customers. Additionally in 2023, a new state of the art steel processing building was constructed featuring new robotic and laser equipment to increase productivity and efficiency. See attached Bank reference.	*
14	What is your US market share for the Solutions that you are proposing?	At this time, we estimate our chipper market share to be around 35% and stump grinder market share to be around 25%.	*
15	What is your Canadian market share for the Solutions that you are proposing?	We do not have a good system to track Canadian market share, but believe it is currently comparable to what the USA marker share is.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Bandit has never petitioned for bankruptcy protection.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Bandit is best described as a manufacturer. Bandit employs a dedicated parts, sales, and service force that focuses on supporting our direct customers in Michigan and our dealer network across North America. All of these employees are employed by Bandit. Bandit mainly sells our products through an independent dealer network that employ dedicated personnel to sell and support Bandit products. Each dealer invests significant resources to ensure each Bandit customer is supported at the highest level. Bandit values each dealer and refers to our dealer network as a partner. Bandit team members work with dealers on a daily basis. Regional sales and parts representatives visit dealers consistently. These visits include parts, sales, and service trainings, customer visits, demos, start-ups, and trade shows. Having dealers strategically placed around North America ensures Bandit customers are supported at the highest level.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Bandit does not utilize any third party or subcontractors. We do have dealer agreements with each dealer that outlines each dealers area of coverage and the expectations both parties agree to follow, including the selling and promotion of Bandit products, support, inventory, and more.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Bandit does not have any suspension or debarment over the last 10 years.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	The following is a listing of the awards received over the last five years: 2023: Michigan Works - Impact Award 2022: SME Prime Program - Gratiot/Isabella RESD Recognition for financial support. MMDC Business expansion award 2021: United Way Community Campaign Excellence 2019: Statement of support for the Guard & Reserve	*
21	What percentage of your sales are to the governmental sector in the past three years?	Over the past three years Bandit's sales to the Government sector are approximately 6% of total sales.	*
22	What percentage of your sales are to the education sector in the past three years?	Over the past three years less than one percent of Bandit sales have been to the Education sector.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Bandit Corporate - Michigan MI DEAL Over the last three years the MI Deal contract averages around 2% of our total municipal sales.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Milwaukee	Jim Blankenburg	414-286-2721	*
VDOT	Nick	804-371-9270	*
City of Livonia	Gary Garrison	737-466-2641	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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

Line Item	Question	Response *	
26	Sales force.	Our sales team consists of outside regional and in-house sales representatives that cover specific areas of the country. We have 10 total in-field representatives and two in-house representatives They are responsible for supporting the sales teams of each dealer in their respective areas. This includes, product training, customer visits, demos, trade shows, and quoting of machines.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Bandit currently has 208 dealer locations in North America. To find an applicable dealer, users can visit our website and simply find their dealer by entering a city or zip code. Here is a link for reference: https://banditchippers.com/dealers/ Also see attached dealer listing. In most instances, each Bandit dealer has at least one dedicated sales representative(s) focusing on the Bandit line. This ensures each dealer provides adequate sales support for each area they cover. In some instances, where the market is greater dealers will have multiple sales representatives focusing on Bandit equipment. The current estimated sales force of our dealer network is over 350 representatives covering North America.	*
28	Service force.	Bandit employs a dedicated team of service personnel. These people consist of in-house and in-field service personnel. Our in-house team is responsible for supporting our dealer networks service team by taking calls and answering emails. Our in-field team is more hands by supporting our dealers and direct customers with demos, training, and repairs. We also have a team dedicated to training. This involves either having a select group of dealers come to Bandit for in depth training on products or going to a dealer location and training multiple technicians on their site. Additionally, this team creates and maintains online training courses to ensure each dealer has the proper knowledge on all Bandit products they represent. We also have start-up, service, safety, and maintenance videos for the products we offer. These videos are on the Bandit website and also can be viewed by utilizing the QR code on each machine.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our ordering process is very simple. In 2008, Bandit launched a web-based online quoting system developed by Bandit employees. Each dealer has access to this system with a username and password. Many dealers often comment on this tool and how they wished other manufacturers would have something like it. Our quoting system guides each user through various categories and gives details descriptions (and pictures) of each standard or optional item. We also have various pricing schemes (currently have one for Sourcewell) in which if it is a Sourcewell quote, the user just has to select that pricing scheme and the proper pricing comes up. Once the quote becomes a sale, this process is simple as the user just has to select the order button and the order gets immediately submitted to Bandit's order processing department. Sourcewell members can submit a PO to the applicable authorized Bandit dealer and the dealer will place the order with Bandit.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our product support team consists of multiple people that are involved daily supporting our dealers and customers. These people are broken down into three categories (parts, service, and warranty). Our parts team works daily with our dealer network ensuring they are properly trained. They also work diligently with each respective dealer regarding parts stocking levels. Each dealer is held accountable to ensure adequate parts are in stock and available for customers in each area. To simplify the parts ordering process, each machine is shipped with a check sheet that contains part numbers and descriptions. Additionally, a manual is tethered the machine giving a breakdown of each part or assembly. Our service team is a talented group of employees (some have been with the company 20+ years). Each service member supports dealers with machine issues, training, recommendations, in-field repairs, and more. Once a machine is delivered, a warranty validation form is filled out by the end user and submitted to Bandit by the dealer. This paperwork activates the warranty. If an issue arises during the warranty period, our dealers can submit a claim through our online dealer portal. Once this is submitted our warranty team evaluates and provides quick feedback to reduce the amount of downtime a end user has. Bandit recently launched a new online service ticketing system that goes to multiple personnel. This system has enhanced our ability to respond and track parts and service inquiries. Normally, when a dealer submits a service ticket, it can be answered in less than one hour. We also have an online chat system through our corporate website that customers can use and talk to a actual person at Bandit during normal business hours.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Bandit has a high ability and willingness to provide our products and services to Sourcewell members in the United States. Since being awarded a Sourcewell contract, our Governmental sales has increased. Our talented group of employees and dedicated dealer network around the United States is ready and willing to provide unmatched sales, service, and parts sales for each Sourcewell sale made in the USA.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Bandit has a high ability and willingness to provide our products and services to Sourcewell members in Canada. Our talented group of employees and dedicated Canadian dealer network is ready and willing to provide unmatched sales, service, and parts sales for each Sourcewell sale made in Canada	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Bandit is able to provide parts, sales, and service support for all regions in the USA and Canada. For a detail listing of each dealer please utilize this link. https://banditchippers.com/dealers/ Also see attached dealer listing. If there is no authorized dealer in a particular area, then support would be provided by a regional Bandit sales representative and Bandit parts and service personnel.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Bandit will be able to support all Sourcewell participating entities through our vast dealer network of 208 locations throughout North America.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Bandit has dealers located in Alaska and Hawaii to support participating entities. Our dealer in Hawaii has been a dealer for over 25 years and has locations on O'ahu, Maui, Kauai, and the Big Island.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our current Sourcewell contract is well marketed by our dealer network. Since Bandit has held a Sourcewell contract for several years our dealer network is well versed on promoting and using the contract for applicable agencies. When a new dealer comes on board that dealer is trained on how to use the contract as part of their selling process. We have a flyer as well for dealers to reference (see attachment included). Additionally, the Bandit website receives high volumes of traffic on a monthly basis. The Sourcewell logo is at the bottom of our website and once clicked upon takes a user to the Sourcewell website. We also have a Governmental Contracts menu item (https://banditchippers.com/government-contracts/) giving information about the contract and how it works. Also on our website is a chat feature allowing users to talk to a real person at Bandit during normal business hours. This allows for quick response times for requests and any information needed. Additionally, we have a wide range of specs, pictures, and videos as materials as well.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Bandit and our dealer network participate heavily with social media and digital marketing. Our network consistently posts about a wide range of topics to promote all Bandit products and our dealers in general. Bandit has partnered with our corporate website host for guidance regarding digital marketing. This company specializes in construction and agricultural equipment related marketing and does a great job providing recommendations and making sure Bandit gets high level results.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Since we currently hold a Sourcewell contract, we believe Sourcewell does a great job promoting contracts and increasing membership. Since originally awarded a contract, we have seen membership increase and our overall municipal sales increase. Sourcewell is already well integrated into our selling process. If awarded a new contract, we Bandit and our dealer network will continue using this tool as the number one asset when selling to governmental agencies.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Bandit products are not available through an e-procurement ordering process at this time.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	When a Bandit product is sold to an end user there is an official start-up conducted to ensure the proper operation of the unit. The start-up is normally conducted by our dealer personnel or a Bandit representative and this is included as part of the sale. There is paperwork that each user must fill out (with the dealer) and sign showing proof of proper instruction on the operation of the unit. This start-up includes a detailed walk around of the machine. Each machine sold has a manual tethered to it. Each manual gives detailed descriptions and pictures on safety, operation, and service. Additionally, most machines have a QR code decal on them that will give an instructional video on the operation as well. These videos also can be seen on our website by using this link. https://banditchippers.com/videos/	*
42	Describe any technological advances that your proposed Solutions offer.	One of the key features on Bandit equipment is that we limit electronic components as much as possible. This type of equipment is put into harsh environments and vibration can cause issues. For this reason, we limit electronics as much as possible. We do utilize electronics as part of the engine control system. What is unique about this is we have an in-house team that programs these systems. This allows us to set-up the programs based on ever changing conditions. It also always for quicker troubleshooting and creates consistency among all of the engine packages we offer.	*
43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	We have been installing on demand water heaters in all new construction. Added several electric forklifts over the past 4 years. We have added 12 Cambridge high efficiency heating units to heat our shop. 92% efficiency on our heating system. Have switched to over 90% LED lighting in all of our buildings. Enhanced our paint process with a solvent reclaimer process that will separate the solvent from the paint and reclaim it, so it isn't sent as hazardous waste.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	No third-party eco-labels or certifications are applicable	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	In 2018, Bandit became an ESOP (Employee-Owned). This is unique as it allows the culture and values that Bandit's previous owners instilled to remain intact. Bandit was built by the talented and dedicated group of employees. When customers come to Bandit and talk to employees they are impressed with how involved and the sense of pride each employee has in their respective position. This allows our equipment to be produced at a high level of quality. In regards to products, Bandit offers the most diverse range of models, features, and options when compared to our competitors. We offer an array of gas and diesel engine options from various engine manufacturers. Additionally, a variety of options are available that will accommodate a wide variety of applications. Another unique attribute is our service technicians, many of these employees have 20+ years experience and are dedicated to providing a high level of in-field support. Most of these tech's are on the road for several weeks at a time and are dedicated to getting each job completed in a timely and efficient manner. Finally, another key to our success is our valued dealer network. Each dealer organization invests substantial resources and has dedicated personnel to ensure each Bandit customer is supported at the highest level. Each dealer has an array of parts and machines in stock with supporting employees ensuring customers are taken care of. Unique attributes chippers: Slide box feed system - provides unmatched pulling and compressing power (has been on Bandit machines since 1983). 5 year / 3,000 hours "GUTS" warranty on the fabricated components of the disc or drum on and feed system on chippers. Provide more features and options so machines can be configured to end users needs and also have track and loader machines available. Additionally, more engine options from a variety of suppliers including gas and diesel. Stump Grinders: Stump grinders are designed with the operator in mind by providing enhanced visibility, stability, and power. Both Products: Bandit is a leader and innovator when it comes to safety. Each product complies with ANSI and OSHA regulations and our team goes above and beyond ensuring each machine is easy and safe to operate.
46	Describe any safety features your equipment and products offer such as emergency or auto-shut off capability, impact-resistant helmets, chainsaw breaks and chain catchers, blade guards, safety shields, heat-resistant and abrasion resistant ropes, emergency descent and rescue equipment, cut resistant gloves or clothing, etc.	Bandit chippers feature the following safety items: Operators control bar Pusher paddle Last chance cables Engine disable plug Guards that cover all moving parts Shear bar (drum chippers only) Stump grinders feature: Engine shut-down switch Cutter wheel bar Chip guards See the below link for further explanation on each feature: https://banditchippers.com/commitment-to-safety/
47	Describe any ergonomic features your products offer such as anti-vibration systems, balanced equipment design, rotating and adjustable seats, energy absorbent lanyards and harnesses, soft-grip and adjustable handles, back support padding, auto-tensioning systems, etc.	All Bandit chippers are available with an automatic feed control system. This system is programmed based on the RPM of the engine and can be adjusted based on the type and size of material being chipped. Additionally, most Bandit drum-style chippers feature drums that rotate at a lower RPM generating more torque. These combinations increase efficiency and reduce vibration. Most Bandit stump grinders are also available with an automatic control system for the cutter wheel that will stop the cutter wheel as the engine drops below a set RPM, then will restart once the engine regains full RPM. Like the chippers, this system will increase performance and reduce vibration and wear on the machine.

48	Describe the serviceability of the products included in your proposal (parts availability, warranty, and technical support, etc.).	Each dealer is held accountable to ensure adequate parts are in stock and available for customers in each area. To simplify the parts ordering process, each machine is shipped with a check sheet that contains part numbers and descriptions. Additionally, a manual is tethered the machine giving a breakdown of each part or assembly. Our service team is a talented group of employees (some have been with the company 20+ years). Each service member supports dealers with machine issues, training, recommendations, in-field repairs, and more. Once a machine is delivered, a warranty validation form is filled out by the end user and submitted to Bandit by the dealer. This paperwork activates the warranty. If an issue arises during the warranty period, our dealers can submit a claim through our online dealer portal. Once this is submitted our warranty team evaluates and provides quick feedback to reduce the amount of downtime an end user has. Bandit recently launched a new online service ticketing system that goes to multiple personnel. This system has enhanced our ability to respond and track parts and service inquiries. Normally, when a dealer submits a service ticket, it can be answered in less than one hour. We also have an online chat system through our corporate website that customers can use and talk to a actual person at Bandit during normal business hours.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	N/A	*
50		Minority Business Enterprise (MBE)	○ Yes ◉ No	N/A	*
51		Women Business Enterprise (WBE)	○ Yes ◉ No	N/A	*
52		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	N/A	*
53		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	N/A	*
54		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	N/A	*
55		Small Business Enterprise (SBE)	○ Yes ◉ No	N/A	*
56		Small Disadvantaged Business (SDB)	○ Yes ◉ No	N/A	*
57		Women-Owned Small Business (WOSB)	○ Yes ◉ No	N/A	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	

58	Describe your payment terms and accepted payment methods.	The standard payment terms from Bandit to our dealers on municipal sales is 30 days after the machine is invoiced. Dealers will normally honor these same terms to end users, but payment terms may vary based on the dealer. Bandit accepts checks or wire transfers as a form of payment and most of our dealers accept the same methods.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	Bandit does not offer any leasing or financing options on a corporate level, but between Bandit and our dealers we work with a variety of financial institutions and can offer a leasing or financing program. As this situation arises, Bandit and our dealer will work to the determine the current options offered at that time based on current interest rates, etc.	*
60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Currently, all dealers quote and order machines off of a web-based quoting system managed by Bandit. See attached document called "sample quote" for reference. If a PO is issued by the end user to the dealer, the dealer than places the order and it becomes a sales order within our system. Since our dealers use different accounting platforms, the transaction documents (final invoice) to the end user will be different based on each dealer.	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Bandit does not accept P-card procurement.	*
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Bandit's pricing model is broken down by product line, then applicable models can be selected by size. Each model has a base price which includes all standard equipment. The additional required options will need added (paint, engine, etc). After the required options are gone through, additional "add on" options can be selected. The add on options are items that are not required to be on the machine but may be preferred by a specific entity. Each model and option has a corresponding part number to go along with it. Please see attached applicable price pages for additional details. Bandit is including chippers and stump grinder price pages (labeled as Tree Care_Sourcewell) but is also requesting consideration for horizontal grinders and slow speed shredders to be added (labeled as Industrial Sourcewell under the requested exceptions upload).	*
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The attached price pages are at MSRP. The discount for each item being offered to Sourcewell members is a minimum of 12%.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	If an entity orders more than one machine, Bandit will increase the discount to 15%.	*
65	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	For any open market or nonstandard options requested, Bandit has a process in which a form must be filled out and submitted to our engineering team. If the request is approved, the option is added to our quoting system under a "special option" category and added to the quote. The option will have a part number and be quoted at MSRP and be applicable for the same 12% discount being offered on contract.	*
66	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight, prep, and delivery are not included in the attached price pages. Bandit works diligently to ship machines in truckloads reducing freight costs. Loads are often combined to reduce freight costs. Once a machine arrives, a dealer will need to prep it which involves checking the machine over and adding fuel. Once this process is completed, delivery with the customer is arranged. Freight, prep, and delivery will all show up as separate line items on the quote, so the entity is aware of these applicable charges. Some states also require required tax collection, if this is a requirement this tax will also show up as a separate line item so the entity is aware.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Here is what our shipping department uses as an average for shipping costs. The origin of shipping will take place at 6750 Millbrook Road, Remus MI 49340. Rates are $3.25 per mile for all states except for PA, NY, NJ, MD, NJ, CT, RI, MA, ME, NH, VT, DE, WV, and VA. They are at $4.25 per mile due to tolls and bridge fares. These rates are an average. They will fluctuate a little bit for various reason. Prep will vary by dealers as well, but a good average for prep is approximately 1% of the net price to the end user.	*

68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	If a machine ships to Alaska or Hawaii the machine maybe loaded in a container (depending on the size) then shipped to port for loading onto a ship. If the machine is too large for a container the same process is followed and the machine itself is loaded onto a ship for transportation to the final port and to the local dealer. The delivery terms to Alaska, Hawaii, or Canada are comparable to a domestic shipment. Each of these locations have Bandit dealerships so appropriate freight quotes can be given at the time of quoting.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Due to the variety of Bandit dealers located around North America our distribution process is simplified. Each machine purchased by a Sourcewell entity can go through the applicable authorized dealer and once completed will ship to that dealer so it can be prepped. Once that process is completed the machine can be delivered to the end user and safety and operation training can be conducted	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	When dealers need to quote a Sourcewell member, they must contact a Bandit sales representative. Once the quote is created, the Bandit sales representative will switch it to Sourcewell contract pricing which is a dedicated pricing scheme in our pricing system. The quote will list that it is under the Sourcewell pricing scheme to ensure compliance. For our quarterly sales reports, all sales ordered under this pricing scheme are pulled to ensure accurate reporting.	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Within our pricing system, we can sort quotes by the type of customer which allows us to track quotes to various end users. We can then track these quotes compared to actual orders allowing us to easily see our success rate and how many quotes are being conducted by each dealer.	*
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	We believe a 1% sales fee of the net customer total excluding freight is an appropriate percentage for managing and facilitating the contract.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Pricing is better than typically offered on other contracts.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *	
74	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Bandit is proposing the following product solutions for this RFP: Hand-fed chipper: Bandit has manufactured hand-fed chippers since 1983. Since that time, a diverse range of models have been brought to market. These machines are the preferred solution by a variety of tree care professionals due to their ability to efficiently chip material and are also known for their longevity. A variety of disc and drum style models are available ranging from 6" capacity to 21" capacity. Stump Grinders: Bandit introduced a line of stump grinders in 2004. Each stump grinder is engineered to make an operator more efficient with enhanced visibility, flotation, controls, and power. A variety of rubber tire, track, and tow-behind models are available. Between chipper and stump grinders there are 32 total models available. Additionally, if awarded Bandit is requesting our line of horizontal grinders and slow speed shredders be added to this contract. We understand if they can't be but would like to at least make the request. The pricing for these two product lines is included within the attachments.	*
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	There are no applicable subcategories.	*

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
76	Tree cutting, trimming and removal equipment	○ Yes ◉ No	Bandit does not offer any tree cutting or removal equipment at this time.	*
77	Automated, remote, or robotic tree maintenance equipment	◉ Yes ○ No	Bandit does not offer any automated or robotic equipment, but, we do offer wireless radio remote control options on a majority of our chippers and stump grinders.	*
78	Stump cutters and grinders	◉ Yes ○ No	Bandit offers one the most diverse products lines in the stump grinder market consisting of rubber tire, track, and tow-behind units. Select models also have multiple control options so operators can control the preferred operation method that best suites them. 9 models are available to choose from.	*
79	Brush and limb chippers	◉ Yes ○ No	Bandit offers the most diverse line of brush chippers including tow-behind, track, and loader models. A chipper chip box combo model is available as well. These models include disc and drum style chippers ranging from 6" to 21" capacity. 23 models are currently available to choose from.	*
80	Portable tree and brush incineration equipment	○ Yes ◉ No	Bandit does not currently offer any portable incineration equipment. Brush chippers to reduce whole trees down into an approximate 5/8" size chip.	*
81	Vehicle and equipment attachments designed primarily for the use of tree and vegetation management, including but not limited to, grapples, chainsaw bars, tree jacks, drum mowers, and grinders	◉ Yes ○ No	Bandit currently has a 60" and 72" wide mulcher attachment that can be added to high flow skid steers. See pricing document called "mulchers" located in the additional documents upload.	

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Tree Care Pricing_Sourcewell.pdf - Wednesday January 08, 2025 13:08:18
- Financial Strength and Stability - Bandit Bank reference letter 12.23.24.pdf - Wednesday January 08, 2025 13:08:41
- Marketing Plan/Samples - Marketing Flyer.pdf - Wednesday January 08, 2025 13:08:52
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Sample Quote.pdf - Wednesday January 08, 2025 13:09:01
- Requested Exceptions - Industrial Pricing_Sourcewell.pdf - Wednesday January 08, 2025 13:10:08
- Upload Additional Document - Mulchers_Sourcewell.pdf - Wednesday January 08, 2025 13:10:16

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jason Morey, Marketing Manager, Bandit Industries, Inc.

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 2 Tree Maintenance Eqpt Thu December 19 2024 01:52 PM	☑	2
Addendum 1 Tree Maintenance Eqpt Thu December 12 2024 10:39 AM	☑	1

Skyline Safety and Supply

4513 Nipomo Ave
Lakewood, CA 90713

Phone # 714-925-0338
CA Small Bus # 1755773
sales@skylinesafetyandsupply.com

Estimate

Estimate #	Date
11126	8/20/2025

Name / Address	Ship To
City of Tracy Adrian Taylor 520 Tracy Blvd Tracy CA 95376	City of Tracy Adrain Taylor 520 Tracy Blvd Tracy CA 95376

Item	Description	UOM	Qty	Rate	Total
Misc	Bigshot 600D Diesel - 9.5HP Powerpack		1	57,831.84	57,831.84T
SHIP	Shipping			0.00	0.00

Subtotal	$57,831.84
Sales Tax (8.25%)	$4,771.13
Total	$62,602.97

To Order Please Contact Sales Rep
Tricia Sontag
Cell# 714-925-0338

Pacific Products & Services LLC
108 N. Waterman Ave.
San Bernardino, CA 92408
(800) 320-3230 / (909) 864-6006 Fax
www.pacificproductsandservices.com

Quote

Date	Quote #
8/20/2025	25870

Bill To	Ship To
City of Tracy **Email Invoices to** pwap@cityoftracy.org	City of Tracy Anthony 209-609-0815 Del Hrs: M-TH 6A-3:00P CALL 1 HOUR 520 Tracy Blvd - Gate 2 Tracy, CA 95376

Ship Via	FOB	Rep	Est Lead Time	Terms	Entered By
		KC		Net 30	ANTHONY

Part Number	Description	WEIGHT	Qty	Price	Total
PAINT	BIGSHOT 600D DIESEL FIRED WITH 9.5HP POWERPACK		1	57,500.00	57,500.00T
FREIGHT / CHAR...	ALL FREIGHT CHARGES ARE ESTIMATES UNTIL ORDER HAS SHIPPED. FREIGHT PRICES ARE SUBJECT TO CHANGE		1	500.00	500.00

PRICE IS VALID FOR 30 DAYS

Subtotal	$58,000.00
Sales Tax (8.25%)	$4,743.75
Total	$62,743.75

Price is subject to change without notice at anytime.

Dispensing Technology Corporation
390 Lombard Street
Oxnard, CA 93030
Phone # 805-388-5575
Fax # 805-388-5560
sales@dispensingtech.com

Quote

Date	Quote #
8/19/2025	15831

Name / Address	Ship To
CITY OF TRACY PUBLIC WORKS 520 TRACY BLVD. TRACY, CA 95376 USA	CITY OF TRACY PUBLIC WORKS 520 TRACY BLVD. TRACY, CA 95376 ATTN. ANTHONY CAMERENA

P.O. No.	Terms	Due Date	FOB	Rep	Account #
	Net 30	8/17/2025		BWH	MN7515

Item	Description	Qty	U/M	Cost	Total
010-020051	BIGSHOT 600D DIESEL FIRED WITH 9.5HP POWERPACK (SELECT HOSE AND WAND SIZE) SERIAL # HOSE SERIAL # (OUTSIDE CRATE DIMS 55X78X89) (BARE MACHINE 1740lbs, CRATED 2300lbs)	1	ea	53,548.00	53,548.00T
	THIS IS A DELIVERED PRICE AND INCLUDES START UP TRAINING				

All Prices Are Subject To Change Without Notice

Sales Tax (8.25%)	$4,417.71
Subtotal	$53,548.00
Total	$57,965.71

Signature _____

Q U O T A T I O N

California Turf Equipment & Supply Inc.
956 N J STREET
TULARE, CA 93274 USA
Phone #: (559)688-2505
Fax #: (559)688-0861

PHONE #: **(209)831-6367**
CELL #:
ALT. #:
P.O.#: **verti drain 7521**
TERMS: **Net 30**
SALES TYPE: **Quote**

DATE: **2/5/2025**
ORDER #: **372257**
CUSTOMER #: **23328**
CP: **ELIAN**
LOCATION: **1**
STATUS: **Active**

BILL TO **23328**

CITY OF TRACY
520 N. TRACY
TRACY, CA 95376 US

SHIP TO

CITY OF TRACY
520 N. TRACY
TRACY, CA 95376 US

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
REDE	7521	Verti-Drain 7521	1	$47,499.00	$47,150.29	$47,150.29
		OPTIONAL 7521 Turf Hold Down Kit with 1" fingers $998				
		OPTIONAL Turf Hold Down Kit with 1/2" fingers $998				
****	FREIGHT	FREIGHT	1	$1,300.00	$1,300.00	$1,300.00

Quotation

SUBTOTAL:	**$48,450.29**
TAX:	**$3,889.90**
ORDER TOTAL:	**$52,340.19**

Authorized By: _____

Sales Rep: Len Ochs
Mobile: 909-260-0769
Date: 6/23/2025

Company: *City of Tracy*
Address: *520 Tracy Blvd.*
Tracy, Ca. 95376
Tel: *209-483-6815*
Email:
Attn: *Adrain*

ISN MEMBER VENDOR 400-656575

SALES QUOTE

We would like to quote you the following:

Stock:	REDEXIM
Model:	VERTIDRAIN 7521

Specifications:

Qty.	Description	Price Each	Price Extend
1	*Redexim Verti-Drain 7521*	*$50,951.00*	
	Freight Prep & Delivery	*$1,550.00*	

Please sign here to place order.

	Price Each	Price Extend
Subtotal:	$50,951.00	
Sales tax:	$4,203.46	
Total:	$55,154.46	
FREIGHT	$1,550.00	
	$56,704.46	

Quote valid for 30 days.
If specific unit quoted,
void once sold/rented or quote hits 30 days.

SALES-RENTALS-PARTS-SERVICE

Quote Summary

Prepared For:

CITY OF TRACY
520 TRACY BLVD
TRACY, CA 95376
Business: 209-831-6300
ADRAIN.TAYLOR@CITYOFTRACY.ORG

Prepared By:

Rick Michel
Pacific Golf & Turf
1818 Bickford Avenue
Snohomish, WA 98290
Phone: 360-568-7798
michel@pacificgolfturf.com

Quote Id: 31948351
Created On: 24 June 2025
Last Modified On: 24 June 2025
Expiration Date: 30 December 2025

Equipment Summary	Selling Price		Qty		Extended
REDEXIM VERTI-DRAIN 7521	$ 49,788.00	X	1	=	$ 49,788.00
Equipment Total					**$ 49,788.00**

Quote Summary

Equipment Total	$ 49,788.00
SubTotal	$ 49,788.00
Freight	$1,400
Sales Tax	$4,107.51
Total	$55,295.51
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 55,295.51**

Salesperson : X _____ **Accepted By : X** _____

Selling Equipment

Quote Id: 31948351 **Customer:** CITY OF TRACY

VERTI DRAIN 7521

Hours: 0
Stock Number:

Code	Description	Qty
7521	VERTI-DRAIN 7521	1

CITY OF TRACY
PURCHASE AGREEMENT FOR EQUIPMENT WITH CAL-LINE EQUIPMENT

This Purchase Agreement for Equipment, ("**Agreement**") is entered into between the City of Tracy, a municipal corporation ("**City**"), and Cal-Line Equipment Livermore, Ca. (Supplier). City and Supplier are sometimes referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

A. City desires to retain Supplier to provide one 2025

B. Pursuant to Tracy Municipal Code 2.20.220, the City is utilizing a Sourcewell cooperative purchasing agreement to purchase the Equipment.

C. Sourcewell and the Supplier entered into an agreement for the purchase of equipment referred to as contract with Solicitation # RFP 010925 ("**Contract**").

D. After negotiations between the City and the Supplier, the parties have reached an agreement for purchase of such equipment in accordance with the terms set for in this agreement.

E. This Agreement is being executed pursuant to Resolution No. ____, which was adopted by the City Council for the City of Tracy on _____

Now therefore, the parties mutually agree as follows:

1. **CONTRACT APPLICABILITY.** The Contract is fully incorporated herein by reference, except as expressly modified herein, and the Parties agree to abide by the terms set forth therein. All capitalized terms used herein but not defined shall have the meaning attributed to them in the Contract.

   1.1. **EQUIPMENT.** The City agrees to purchase, and the Supplier agrees to sell, the Equipment as more specifically outlined and described in the Contract. The Equipment shall comply with all of the standards and specifications outlined in Contract.

   1.2 **NO SUBSTITUTIONS; AUTHORIZED REPRESENTATIVE.** There shall be no substitution for the Equipment, without the prior written authorization of the City. All Services shall be performed by or under the direct supervision of, the Supplier's Authorized Representative: _____, Director of Sales. Supplier shall not replace its Authorized Representative without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel may result in the termination of this Agreement.

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

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

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

   3.1 **NOT TO EXCEED AMOUNT.** Supplier's total contract amount, under this Agreement shall not exceed $103,898.35.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.6 **INSURANCE CERTIFICATE.** Supplier shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

8.7 **SUBSTITUTE CERTIFICATES.** Supplier shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

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

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

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

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

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

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

    12.1 This duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless, or which involve claims or allegations that any of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage or injury. Supplier agrees to provide this defense immediately upon written notice from the City, and with well-qualified, adequately insured, and experienced legal counsel acceptable to the City.

13. REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATIONS. Supplier warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful

consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work performed, or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

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

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

To Supplier:
Cal-Line Equipment
6010 Southfront Rd.
Livermore, Ca. 94551

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

15. **MISCELLANEOUS**

15.1 **STANDARD OF CARE.** Unless otherwise specified in this Agreement, the standard of care applicable to Supplier's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

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

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

15.4 **ASSIGNMENT AND DELEGATION.** Supplier may not assign, transfer, or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be consent to any subsequent assignment.

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

15.6 **COMPLIANCE WITH THE LAW.** Supplier shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

15.6.1 **HAZARDOUS MATERIAL.** Supplier is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of performing their services.

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

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

15.8 **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

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

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

15.11 **CONTROLLING PROVISIONS.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, Contract and Supplier's proposal (if any), the Agreement shall control.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy:

_____
Dan Arriola, Mayor of the City of Tracy

Date:_____

Attest:

_____
April B. A. Quintanilla, City Clerk

Approved as to form:

_____
L. David Nefouse, City Attorney

Supplier
Cal-Line Equipment, Inc.
Livermore, California

By: James D Trumbo
James D. Trumbo
Title: Chief Financial Officer (Insert Title)

Date: 8/22/2025

Federal Employer Tax ID No. _____

By: John P. Gerber
John P. Gerber
Title: CEO
(Corporate Officer's Title)

Date: 8/28/25

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

RESOLUTION APPROVING THE DECLARATION OF VARIOUS VEHICLES AND EQUIPMENT AS SURPLUS AND APPROVING THEIR DISPOSITION PURSUANT TO TRACY MUNICIPAL CODE SECTION 2.20.310

WHEREAS, The Operations Department is responsible for managing most of the City's vehicle and equipment flee and there is an existing need to replace antiquated vehicles and equipment for the Operations, Utilities, and Parks Departments for use throughout the city; and

WHEREAS, Below is a list of equipment that will be surplused:

Description	Asset No.	Cost
Bandit Intimidator 19XPC	2304	$103,899
DTC Big Shot 600D	2244	$57,966

now, therefore, be it

RESOLVED: That the City Council of the City of Tracy authorize the declaration of various vehicles and equipment as surplus and approve their disposition pursuant to Tracy Municipal Code Section 2.20.310; and be it

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 7th day of October, 2025, by the following vote:

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

_____
DAN ARRIOLA
Mayor of the City of Tracy, California

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

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

RESOLUTION APPROVING 1) THE PURCHASE OF MULTIPLE PIECES OF REPLACEMENT EQUIPMENT AND NEW EQUIPMENT IN THE AMOUNT OF $214,206 AND 2) EXECUTION OF A SOURCEWELL PURCHASE AGREEMENT WITH CAL LINE EQUIPMENT, INC. FOR THE PURCHASE OF ONE (1) 2025 BANDIT INTIMIDATOR 19XPC

WHEREAS, The Operations Department is responsible for managing most of the City's vehicle and equipment flee and there is an existing need to replace antiquated vehicles and equipment for the Operations, Utilities, and Parks Departments for use throughout the city; and

WHEREAS, On August 18, 2025, staff contacted multiple Dealerships to provide the city with quotes for various replacement fleet vehicles and equipment; and

WHEREAS, Dealers were allowed to quote on only the vehicle(s) and equipment they wanted instead of the entire list and in order to receive the best price for each unit, quotes are being recommended from multiple vendors based on the lowest informal quoted vehicles and equipment – including any adjustments allowed through the City's Local Preference ordinance; and

WHEREAS, Three vendors submitted quotes to the city; and

WHEREAS, Sourcewell (formerly NJPA) is a municipal contracting government agency that serves education and government agencies nationally through competitively bid and awarded contract purchasing solutions; and

WHEREAS, The City of Tracy is an established customer with Sourcewell (customer number 18531). The city is authorized to make purchases using the Sourcewell cooperative purchasing agreements, per Tracy Municipal Code section 2.20.220; and

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

Description	Vendor	Cost	Public Bidding Procedure
2025 Bandit Intimidator 19XPC Replacing asset 2304	Cal-Line Equipment, Inc.	$103,899	Sourcewell (NJPA) 010925-BAN
2025 Redexim Verti-Drain 7521 New Addition	California Turf Equipment & Supply Inc.	$52,341	Lowest Quoted Vendor
2025 DTC Big Shot 600D Replacing asset 2244	Dispensing Technology Corporation	$57,966	Lowest Quoted Vendor

; and

WHEREAS, Funding was budgeted and is available in the fiscal year 2025-2026 vehicle and equipment replacement budget and the Parks, Recreation, and Community Services Fund for the acquisition of this equipment; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy approve the purchase of multiple pieces of equipment and new equipment in the amount of $214, 206; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy authorize the execution of a Sourcewell Purchase Agreement with Cal Line Equipment, Inc. utilizing the Sourcewell Cooperative Program.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 7th day of October, 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

October 7, 2025

Agenda Item 1.J

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution authorizing the purchase of two (2) new 2025 Ford Maverick Hybrids and one (1) Ford E-Transit Passenger Van from Fremont Ford in the amount of $180,121 for the Police Department.

EXECUTIVE SUMMARY

City Council's approval of this request will authorize the purchase of new vehicles from Fremont Ford. A current need exists to acquire two (2) new 2025 Ford Maverick's hybrids and one (1) Ford E-Transit Passenger Wagon to support PD operations. Staff is requesting to purchase the vehicles in the amount of $180,121 using the Supplemental Law Enforcement Services Fund (SLESF).

BACKGROUND

The Operations Division is responsible for managing most of the City's vehicle and equipment fleet. There is an existing need to acquire vehicles and equipment for the Police Department for use throughout the city. Operations Fleet Section is asking for authorization for the purchase of the vehicles.

These vehicles are being acquired to support the continued growth and operational readiness of the Police Department, including the launch of the newly established Cadet Program. This initiative is a critical component of the department's broader efforts to engage with the community, develop future law enforcement professionals from within the local population, and ensure a sustainable, well-trained pipeline of talent. Assigning vehicles to cadets ensures proper fleet-to-personnel ratios and provides the necessary mobility for training, community outreach, and operational support. In addition, the inclusion of a Ford transport van will provide much-needed logistical support to the department's Explorer Program and Police Activities League (PAL). These youth-centered volunteer and outreach programs rely heavily on department-led transportation for participation in events, training sessions, and community engagement activities. The transport van will ensure safe, efficient, and reliable travel for participants, furthering the department's mission to support positive youth development and community partnership. Overall, these vehicle acquisitions strengthen the department's capacity to serve the community, while also investing in the next generation of public safety professionals.

ANALYSIS

On August 18, 2025, staff contacted multiple dealerships to provide the City with quotes for various replacement fleet vehicles and equipment. Dealers were allowed to quote on only the vehicle(s) they can provide instead of the entire list. In order to receive the best price for each unit, quotes are being recommended from multiple vendors based on the lowest informal quoted vehicles – including any adjustments allowed through the City's Local Preference ordinance. Three vendors submitted quotes to the City.

While the City is committed to green initiatives and the use of alternative or low-carbon fuels, the vehicles proposed for these purchases are hybrid and gasoline units. This is due to current limitations in manufacturing and availability of electric and alternative fuel and our current lack of required fueling infrastructure. However, the city remains committed to environmental sustainability. Staff is closely following advancements in green vehicle technology while planning for a phased transition to alternative fuel vehicles as they become viable for municipal use, as well as exploring options to expand electric vehicle charging infrastructure. Currently, Ford does not offer a fully electric Maverick pickup or a passenger transit van, providing only a transit cargo van in an electric version.

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

Below is a list of equipment that will be purchased.

Description	Vendor	Cost	Public Bidding Procedure
(2) 2025 Ford Maverick Hybrid's	Fremont Ford	$118,802	Lowest Quote Vendor (Price Includes Upfit)
(1) Ford Transit Passenger Van	Fremont Ford	$61,319	Lowest Quote Vendor

FISCAL IMPACT

The funding for the purchase of the vehicles in the amount of $180,121 is available in the Supplemental Law Enforcement Services Fund (SLESF).

STRATEGIC PLAN

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

CEQA REVIEW

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution authorizing the purchase of two (2) new 2025 Ford Maverick Hybrids and one (1) E-Transit Passenger Van from Fremont Ford in the amount of $180,121 for the Police Department.

Prepared by: Adrian Taylor, Fleet Supervisor

Reviewed by: David Murphy, Assistant Director of Operations
Jim Thompson, Operations Superintendent
Octavio Perez, Captain, Police Department
Anush Nejad, Director of Public Works
Stephanie Reyna-Hiestand, Assistant Director of Utilities
Sara Castro, Director of Finance
Arturo M Sanchez, Assistant City Manager
L.David Nefouse, City Attorney

Approved by: Midori Lichtwardt, City Manager

Attachments:

A – Fremont Ford Quotes for vehicles
B – Cost for upfit per vehicle Dana Safety Supply (Maverick's Only)
C – Cost of equipment for vehicles, (CDWG, Motorola)

BILL OF SALE / INVOICE

REFERENCE # **PO #** **CUST# 3155002**

Dealership Information	Buyer Name(s)
FREMONT FORD	**CITY OF TRACY**
39700 BALENTINE DR	Address: **520 TRACY BLVD**
NEWARK **CA** **94560**	City: **TRACY** State: **CA** Zip: **95376**
(510) 651 - 5600	Home Phone / Mobile Phone
Facility Number: **04419**	Work Phone / Email

VEHICLE PURCHASED

[X] New [ ] Used [ ] Demonstrator

Lien Holder

Lien Holder Address

Year	Make	Model	Miles
2025	**FORD**	**MAVERICK**	**25**

Vehicle Identification Number (VIN)	Sales Person	F&I Manager
3FTTW8A33SRB03645	**DANIEL PEREZ JR**	**MICHAEL POLLOM**

TRADE-IN VEHICLE DETAILS

Year	Make	Model	Miles
N/A	**N/A**	**N/A**	**N/A**
Cylinders	Body Type	Color	Title No.
N/A	**N/A**	**N/A**	**N/A**

Vehicle Identification Number (VIN): **N/A** Allowance: **N/A**

To Whom Owed	Balance Owed $	Net Allowance $
N/A	**N/A**	**N/A**

TRADE-IN VEHICLE DETAILS

Year	Make	Model	Miles
N/A	**N/A**	**N/A**	**N/A**
Cylinders	Body Type	Color	Title No.
N/A	**N/A**	**N/A**	**N/A**

Vehicle Identification Number (VIN): **N/A** Allowance: **N/A**

To Whom Owed	Balance Owed $	Net Allowance $
N/A	**N/A**	**N/A**

N/A

Buyer Co-Buyer Dealer

DATE: **07/22/2025** INVOICE NO: **91259**

DEAL NUMBER: **91259** STOCK NO: **SRB03645**

CASH PRICE OF VEHICLE	Amount
VEHICLE BASE PRICE	29,840.00
ACCESSORIES AND EXTRA EQUIPMENT:	
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
SUBTOTAL	29840.00
SALES TAX	2468.81
INSURANCE: N/A	N/A
PRIOR CREDIT OR LEASE BALANCE	N/A
DOCUMENTATION FEE	85.00
VENDOR'S SINGLE INTEREST INSURANCE	N/A
REGISTRATION / TRANSFER / TITLING / LIEN FEES	15.00
GAP INSURANCE	N/A
TOTAL TRADE-IN FEES	N/A
OTHER FEES	50.00
TOTAL CASH PRICE	32,458.81

DEPOSIT,DOWN PAYMENT AND ALLOWANCES

DEPOSIT
[ ] Unconditional Refund
[ ] No Refund of Deposit
[ ] Conditional Refund of Deposit
conditions for refund: _____

NET TRADE-IN ALLOWANCE	N/A
REBATES	N/A
CASH ON DELIVERY	N/A
TOTAL DOWN PAYMENT	0.00
UNPAID BALANCE (SUBTRACT TOTAL DOWN PAYMENT FROM TOTAL CASH PRICE)	32,458.81

FINANCE CHARGE

MONTHS _____ DOLLARS PER MONTH _____

[ ] No Insurance included in finance charges

[ ] Insurance financed

Type of Coverage(s): _____ $_____

_____ $_____

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BILL OF SALE / INVOICE

REFERENCE # **PO #** **CUST# 3155002**

Dealership Information	Buyer Name(s)
FREMONT FORD **39700 BALENTINE DR** **NEWARK CA 94560** **(510) 651 - 5600** Facility Number **04419**	**CITY OF TRACY** Address **520 TRACY BLVD** City **TRACY** State **CA** Zip **95376** Home Phone Mobile Phone Work Phone Email

VEHICLE PURCHASED

☒ New ☐ Used ☐ Demonstrator

Lien Holder

Lien Holder Address

Year	Make	Model	Miles
2025	**FORD**	**MAVERICK**	**29**
Vehicle Identification Number (VIN)		Sales Person	F&I Manager
3FTTW8H37SRB04965		**DANIEL PEREZ JR**	**MICHAEL POLLOM**

TRADE-IN VEHICLE DETAILS

Year	Make	Model	Miles
N/A	**N/A**	**N/A**	**N/A**
Cylinders	Body Type	Color	Title No.
N/A	**N/A**	**N/A**	**N/A**
Vehicle Identification Number (VIN)			Allowance
N/A			**N/A**
To Whom Owed		Balance Owed $	Net Allowance $
N/A		**N/A**	**N/A**

TRADE-IN VEHICLE DETAILS

Year	Make	Model	Miles
N/A	**N/A**	**N/A**	**N/A**
Cylinders	Body Type	Color	Title No.
N/A	**N/A**	**N/A**	**N/A**
Vehicle Identification Number (VIN)			Allowance
N/A			**N/A**
To Whom Owed		Balance Owed $	Net Allowance $
N/A		**N/A**	**N/A**

N/A

Buyer Co-Buyer Dealer

DATE: **07/22/2025**	INVOICE NO: **91258**
DEAL NUMBER: **91258**	STOCK NO: **SRB04965**

CASH PRICE OF VEHICLE	Amount
VEHICLE BASE PRICE	32,340.00
ACCESSORIES AND EXTRA EQUIPMENT:	
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
SUBTOTAL	32340.00
SALES TAX	2675.06
INSURANCE: N/A	N/A
PRIOR CREDIT OR LEASE BALANCE	N/A
DOCUMENTATION FEE	85.00
VENDOR'S SINGLE INTEREST INSURANCE	N/A
REGISTRATION / TRANSFER / TITLING / LIEN FEES	15.00
GAP INSURANCE	N/A
TOTAL TRADE-IN FEES	N/A
OTHER FEES	50.00
TOTAL CASH PRICE	35,165.06

DEPOSIT,DOWN PAYMENT AND ALLOWANCES

DEPOSIT
[ ] Unconditional Refund
[ ] No Refund of Deposit
[ ] Conditional Refund of Deposit
conditions for refund: _____

NET TRADE-IN ALLOWANCE	N/A
REBATES	N/A
CASH ON DELIVERY	N/A
TOTAL DOWN PAYMENT	0.00
UNPAID BALANCE (SUBTRACT TOTAL DOWN PAYMENT FROM TOTAL CASH PRICE)	35,165.06

FINANCE CHARGE

MONTHS _____ DOLLARS PER MONTH _____

[ ] No Insurance included in finance charges

[ ] Insurance financed

Type of Coverage(s): _____ $_____

_____ $_____

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BILL OF SALE / INVOICE

REFERENCE # **PO #** **CUST# 3155002**

Dealership Information	Buyer Name(s)
FREMONT FORD **39700 BALENTINE DR** **NEWARK CA 94560** **(510) 651 - 5600** Facility Number **04419**	**CITY OF TRACY** Address **520 TRACY BLVD** City **TRACY** State **CA** Zip **95376** Home Phone Mobile Phone Work Phone Email

VEHICLE PURCHASED

☒ New ☐ Used ☐ Demonstrator

Lien Holder

Lien Holder Address

Year	Make	Model	Miles
	FORD	**E-TRANSIT PASSENGER VAN**	**0**
Vehicle Identification Number (VIN)	Sales Person	F&I Manager	
	DANIEL PEREZ JR	**MICHAEL POLLOM**	

TRADE-IN VEHICLE DETAILS

Year	Make	Model	Miles
N/A	**N/A**	**N/A**	**N/A**
Cylinders	Body Type	Color	Title No.
N/A	**N/A**	**N/A**	**N/A**
Vehicle Identification Number (VIN)			Allowance
N/A			**N/A**
To Whom Owed		Balance Owed $	Net Allowance $
N/A		**N/A**	**N/A**

TRADE-IN VEHICLE DETAILS

Year	Make	Model	Miles
N/A	**N/A**	**N/A**	**N/A**
Cylinders	Body Type	Color	Title No.
N/A	**N/A**	**N/A**	**N/A**
Vehicle Identification Number (VIN)			Allowance
N/A			**N/A**
To Whom Owed		Balance Owed $	Net Allowance $
N/A		**N/A**	**N/A**

N/A

Buyer Co-Buyer Dealer

DATE: **09/18/2025**	INVOICE NO: **92010**
DEAL NUMBER: **92010**	STOCK NO:

CASH PRICE OF VEHICLE	Amount
VEHICLE BASE PRICE	**53,700.00**
ACCESSORIES AND EXTRA EQUIPMENT:	
TRANSPORT TO DEALER	**2,800.00**
N/A	**N/A**
N/A	**N/A**
N/A	**N/A**
N/A	**N/A**
N/A	**N/A**
N/A	**N/A**
N/A	**N/A**
N/A	**N/A**
N/A	**N/A**
N/A	**N/A**
SUBTOTAL	**56500.00**
SALES TAX	**4668.26**
INSURANCE: **N/A**	**N/A**
PRIOR CREDIT OR LEASE BALANCE	**N/A**
DOCUMENTATION FEE	**85.00**
VENDOR'S SINGLE INTEREST INSURANCE	**N/A**
REGISTRATION / TRANSFER / TITLING / LIEN FEES	**15.00**
GAP INSURANCE	**N/A**
TOTAL TRADE-IN FEES	**N/A**
OTHER FEES	**50.00**
TOTAL CASH PRICE	**61,318.26**
DEPOSIT,DOWN PAYMENT AND ALLOWANCES — **DEPOSIT** [ ] Unconditional Refund [ ] No Refund of Deposit [ ] Conditional Refund of Deposit conditions for refund: _____ _____	
NET TRADE-IN ALLOWANCE	**N/A**
REBATES	**N/A**
CASH ON DELIVERY	**N/A**
TOTAL DOWN PAYMENT	**0.00**
UNPAID BALANCE (SUBTRACT TOTAL DOWN PAYMENT FROM TOTAL CASH PRICE)	**61,318.26**
FINANCE CHARGE MONTHS _____ DOLLARS PER MONTH _____	
[ ] No Insurance included in finance charges [ ] Insurance financed Type of Coverage(s): _____ $_____ _____ $_____	

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	593445-B
Customer No.	TRACY

Bill To	Ship To
CITY OF TRACY 520 N Tracy Blvd Tracy, CA 95376	(For Pickup - ROSE) ROSEVILLE WAREHOUSE 1030 Winding Creek Rd Ste 100 Roseville, CA 95678
Contact: Julie Shannon **Telephone:** 209-831-5363 **E-mail:** pwap@cityoftracy.org adrian.taylor@cityoftracy	**Contact:** **Telephone:** **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/09/25	UPS GROUND FREIGHT	FREE SHIPPING		NET30

Entered By	Salesperson	Ordered By	Resale Number
Tanner Kissinger	Tanner Kissinger- Roseville CA	ADRIAN TAYLOR	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO VEHICLE INFORMATION Warehouse: ROSE FORD MAVERICK	0.0000	0.00
1	1	N	INFO ROOF Warehouse: ROSE	0.0000	0.00
1	1	Y	MISC SOUNDOFF (EMPLB01KJN-5DU) 48" MPOWER - AMBER Warehouse: ROSE 2023-2025 FORD MAVERICK QSF098678 48"/122cm 10-32 Volt MPOWER 6 INCH SAE LED LIGHTBAR W/ 15' LIN DSC TECHNOLOGY /S04//S04/|S06||S06||S06||S06||S06||S06|\S04\\S04\ /AMB//AMB/ |AMB||AMB||AMB||AMB||AMB||AMB| \AMB\\AMB\ |S04| | SILVER | O |S04| |WHT| | CLEAR | O |WHT| \S04\\S04\ |S06||S06||S06||S06||S06||S06| /S04//S04/ \AMB\\AMB|AMB||AMB||AMB||AMB||AMB||AMB|/AMB//AMB/ Certs - SAE A|A Accessories - PNFLBSPLT1, AUTO-DIM Mount - Fixed Height Mount (PMPLBK01) Hook - PNFLBF45 Vehicle - Ford Maverick (2023-25)	2,000.0000	2,000.00

Print Date	09/09/25
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Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	593445-B
Customer No.	TRACY

Bill To	**Ship To**
CITY OF TRACY 520 N Tracy Blvd Tracy, CA 95376	(For Pickup - ROSE) ROSEVILLE WAREHOUSE 1030 Winding Creek Rd Ste 100 Roseville, CA 95678
Contact: Julie Shannon **Telephone:** 209-831-5363 **E-mail:** pwap@cityoftracy.org adrian.taylor@cityoftracy	**Contact:** **Telephone:** **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/09/25	UPS GROUND FREIGHT	FREE SHIPPING		NET30

Entered By	Salesperson	Ordered By	Resale Number
Tanner Kissinger	Tanner Kissinger- Roseville CA	ADRIAN TAYLOR	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO CONSOLE Warehouse: ROSE	0.0000	0.00
1	1	Y	MISC HAVIS (PKG-PSM-3013-T) Premium Tablet Pedestal Mount Warehouse: ROSE Premium Tablet Pedestal Mount Package for 2020-2025 Ford Escape, 2021-2024 Ford Bronco Sport & 2022-2025 Ford Maverick	676.0000	676.00
1	1	Y	ETCPMP802 SOI 8 PUSH BUTTON MINI CONTROLLER 3 Warehouse: ROSE	113.0000	113.00
1	1	N	INFO CIRCUIT PROTECTION Warehouse: ROSE	0.0000	0.00
1	1	Y	8025B EGIS RT FUSE BLOCK 6 POS W/GROUND & LED IND., BULK Warehouse: ROSE	30.0000	30.00
1	1	Y	4703-070B EGIS CIRCUIT BREAKER SURFACE MOUNT 70 AMP Warehouse: ROSE	30.0000	30.00
1	1	Y	7616-2001B EGIS DUAL TIME DELAY RELAY W/FULL HARNESS Warehouse: ROSE	140.0000	140.00

Print Date	09/09/25
Print Time	04:55:14 PM
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Printed By: Tanner Kissinger

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	593445-B
Customer No.	TRACY

Bill To	**Ship To**
CITY OF TRACY 520 N Tracy Blvd Tracy, CA 95376	(For Pickup - ROSE) ROSEVILLE WAREHOUSE 1030 Winding Creek Rd Ste 100 Roseville, CA 95678
Contact: Julie Shannon **Telephone:** 209-831-5363 **E-mail:** pwap@cityoftracy.org adrian.taylor@cityoftracy	**Contact:** **Telephone:** **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/09/25	UPS GROUND FREIGHT	FREE SHIPPING		NET30

Entered By	Salesperson	Ordered By	Resale Number
Tanner Kissinger	Tanner Kissinger- Roseville CA	ADRIAN TAYLOR	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: ROSE LOOM, WIRE, HARDWARE, CONNECTORS, ETC **********	134.4000	134.40
1	1	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: ROSE	1,680.0000	1,680.00
1	1	Y	CUSTOMER SUPPLIED CUSTOMER SUPPLIED EQUIPMENT Warehouse: ROSE ONE (1) REMOTE RADIO + ANTENNA	0.0000	0.00

Approved By: _____

☐ **Approve All Items & Quantities**

Quote Good for 30 Days

Print Date	09/09/25
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Printed By: Tanner Kissinger

Subtotal	4,803.40
Freight	0.00
7.750 % **Sales Tax**	372.26
Order Total	5,175.66

Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

ADRIAN TAYLOR,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PNXC748	8/20/2025	MDC X 1 FOR ADRIAN	12089559	$10,691.52

IMPORTANT - PLEASE READ

Fees applied to item(s): 8222698

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Panasonic Toughbook 33 - 12" - Intel Core i5 - 1345U - 16 GB RAM - 512 GB S Mfg. Part#: CF-33YA-04BM Contract: Omnia Cobb - City of Tracy (23-6692-02)	1	8222698	$3,995.00	$3,995.00
Havis H-33-TVD2 - docking station - VGA, HDMI Mfg. Part#: H-33-TVD2 Contract: Omnia Cobb - City of Tracy (23-6692-02)	1	6044140	$725.00	$725.00
LIND - car power adapter - 120 Watt Mfg. Part#: CF-LNDDC120HW UNSPSC: 39121006 Contract: Omnia Cobb - City of Tracy (23-6692-02)	1	2974934	$149.00	$149.00
TG3 USB Red Backlit Keyboard with Center Touchpad - Black Mfg. Part#: KBA-BLTX-U-US Contract: Omnia Cobb - City of Tracy (23-6692-02)	1	7773101	$175.00	$175.00
Cradlepoint R1900-5GB - wireless router - WWAN - LTE, Wi-Fi 6, Bluetooth - Mfg. Part#: MBA5-19005GB-GA Contract: Omnia Cobb - City of Tracy (23-6692-02)	1	6540515	$2,995.00	$2,995.00
Cradlepoint RX30-MC network device accessory kit - add 4 GbE ports, modular	1	6605577	$225.00	$225.00

QUOTE DETAILS (CONT.)

Mfg. Part#: MB-RX30-MC Contract: Omnia Cobb - City of Tracy (23-6692-02)				
Cradlepoint 5G MC400 Modular Modem Mfg. Part#: MB-MC400-5GB Contract: Omnia Cobb - City of Tracy (23-6692-02)	1	7122987	$825.00	$825.00
Panorama Reef Sharkee 4x4 MiMo 4G 5G 4-in-1 Low Profile Antenna Kit Mfg. Part#: FI-IN2851 Contract: Omnia Cobb - City of Tracy (23-6692-02)	1	7883534	$325.00	$325.00
Panorama Antennas 4X4 MiMo Reef Sharkee Antenna Mfg. Part#: GP-IN2850 Contract: Omnia Cobb - City of Tracy (23-6692-02)	1	7866714	$459.00	$459.00

RECYCLING FEE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
RECYCLING FEE 4" TO LESS THAN 15" Fee Applied to Item: 8222698	1	654809	$4.00	$4.00

SUBTOTAL	$9,873.00
SHIPPING	$0.00
RECYCLING FEE	$4.00
SALES TAX	$814.52
GRAND TOTAL	**$10,691.52**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF TRACY POLICE DEPARTMENT ACCOUNTS PAYABL 1000 CIVIC CENTER DRIVE TRACY, CA 95376 **Phone:** (209) 831-6573 **Payment Terms:** Net 30 Days-Govt State/Local	**Shipping Address:** CITY OF TRACY POLICE DEPARTMENT ADRIAN TAYLOR 1000 CIVIC CENTER DRIVE TRACY, CA 95376 **Phone:** (209) 831-6573 **Shipping Method:** DROP SHIP-GROUND
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Jeff Butchko | (877) 853-0557 | jeffbut@cdwg.com

Need Help?

 My Account

 Support

 Call 800.800.4239

About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

© 2025 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

MOTOROLA SOLUTIONS

QUOTE-3258848
(1) APX8500

Billing Address:
TRACY POLICE DEPT, CITY OF
520 TRACY BLVD
TRACY, CA 95376
US

Shipping Address:
PUBLIC WORKS DEPARTMENT
520 TRACY BLVD
TRACY, CA 95376
US

Quote Date:08/20/2025
Expiration Date:10/19/2025
Quote Created By:
JAMES WYLIE
CES
JAMES.WYLIE@
motorolasolutions.com
972-837-0008

End Customer:
TRACY POLICE DEPT, CITY OF
Adrian Taylor
Adrian.Taylor@cityoftracy.org
(209)483-6815

Contract: 17724 - HGAC (TX)-RA05-21
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Contract Price	Disc %	Ext. Sale Price
	APX™ 8500						
1	M37TSS9PW1CN	APX8500 ALL BAND MP MOBILE	1	$6,558.00	$4,787.34	27.0%	$4,787.34
1a	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYP APX AND ADP	1	$941.00	$686.93	27.0%	$686.93
1b	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	1	$480.00	$480.00	0.0%	$480.00
1c	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	1	$0.00	$0.00	0.0%	$0.00
1d	G51AT	SOFTWARE LICENSE ENH:SMARTZONE	1	$1,766.00	$1,289.18	27.0%	$1,289.18
1e	GA05507AA	DEL: DELETE 7/800MHZ BAND	1	-$800.00	-$584.00	0.0%	-$584.00
1f	G298AS	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	1	$871.00	$635.83	27.0%	$635.83
1g	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	1	$71.00	$51.83	27.0%	$51.83
1h	G89AC	ADD: NO RF ANTENNA NEEDED	1	$0.00	$0.00	0.0%	$0.00
1i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	$0.00	$0.00	0.0%	$0.00

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Contract Price	Disc %	Ext. Sale Price
1j	G67EH	ADD: REMOTE MOUNT E5 MP	1	$350.00	$255.50	27.0%	$255.50
1k	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	1	$0.00	$0.00	0.0%	$0.00
1l	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	1	$607.00	$443.11	27.0%	$443.11
1m	GA01670AA	ADD: APX E5 CONTROL HEAD	1	$767.00	$559.91	27.0%	$559.91
1n	W22BA	ADD: STD PALM MICROPHONE APX	1	$85.00	$62.05	27.0%	$62.05
1o	QA09113AB	ADD: BASELINE RELEASE SW	1	$0.00	$0.00	0.0%	$0.00
1p	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	1	$353.00	$257.69	27.0%	$257.69

Subtotal $8,925.37

Estimated Tax $696.74

Grand Total $9,622.11(USD)

Notes:

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

October 7, 2025

Agenda Item 1.K

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution 1) Accepting a Donation and Installation of a Monument Sign Renaming the Ellis Dog Park in Honor of K9 Officer Duke, which has a value of $15,710, in Accordance with the City's Donation Policy Adopted by Resolution 2021-108; and 2) Authorizing the City Manager to sign the Acceptance Letter.

EXECUTIVE SUMMARY

The City of Tracy City Manager's Office was informed that the Surland Companies proposed to donate a monument sign and plaque to be dedicated to K9 Officer Duke, who tragically perished in the line of duty while serving the Tracy community. The donation was being made in honor of the renaming of the Ellis Dog Park to Duke's Dog Park and includes the cost of installation of the monument sign and plaque in a suitable place at the direction of the City Parks, Recreation & Community Services Department. The estimated cost of the monument sign and plaque, including installation is $15,710 and will require Council acceptance and approval pursuant to City's Donation Policy (Attachment A) which outlines accepting donations and gifts.

BACKGROUND AND LEGISLATIVE HISTORY

The Ellis Dog Park, located at 4355 Summit Drive, is a 2.41-acre special-use park constructed within the Ellis Specific Plan area. The park was formally accepted by the City Council on March 18, 2025, and opened to the public on March 19, 2025.

The Ellis Specific Plan (ESP) was initially approved and executed between the City and Surland Companies on January 22, 2013. The ESP was subsequently amended in 2018, 2019, and 2021, respectively. Section 2.2.6 of the ESP (entitled "Park Networks") notes and contemplates that all park names in Ellis shall be approved by the City Council as a part of the ESP. Section 2.2.6 also contemplates that any changes to park names in Ellis may be changed by mutual agreement of the City and Ellis Property Owners Association (EPOA). While the City has a separate Council-approved Park Naming Policy (Resolution No. 2021-013), renaming this park must follow the process outlined in the Ellis Specific Plan, which requires mutual agreement between the City and the Ellis Property Owners Association (EPOA).

Separately and consistent with our park naming process on June 6, 2024, the Parks & Community Services Commission reviewed the applications received from the public, pursuant to the City's park naming process, for the two new parks in Tracy Hills. Staff received an initial request to name one of those Tracy Hills parks in honor of K9 Officer Duke. The Commission prioritized the top three names for Council's consideration, which did not include K9 Officer Duke, however the Commission did express interest in renaming the Ellis Dog Park in honor of the fallen K9 Officer. As noted above, parks within the ESP area have a separate and distinct process and as a result, the commission could not move forward with recommending the renaming of the Ellis Dog Park to the Council.

Staff subsequently received a request to rename the Ellis Dog Park in honor of K9 Officer Duke, the San Joaquin County Sheriff's Office K9 who was tragically killed in the line of duty, in February 2023, while protecting Tracy Police Department officers. In July 2025, the City and the Ellis Property Owners Association (EPOA) began discussions about the possibility of renaming the Ellis Dog Park to Duke's Dog Park. Both parties met and conferred in good faith to change the name of the park from "Ellis Dog Park" to "Duke's Dog Park". The parties reached agreement and have executed an MOA to rename the park.

Surland Companies offered to manufacture and dedicate a monument sign and plaque in honor of K9 Officer Duke to be placed at the park at a place to be determined by the Parks, Recreation & Community Services Department. Staff saw no reason to object to the offer of the donation of the monument sign and determined that it would recommend that the Council accept the donation.

ANALYSIS

This donation must conform to the City's Donation Policy, Resolution 2021-108 (Attachment A) which requires the following:

1) The Donation must be consistent with the City's policies, including any applicable ordinances or resolutions.

2) The Donation must not conflict with any provision of the state or federal law. Any questions regarding whether a Donation conflicts with state or federal law should be directed to the City Attorney's Office.

3) The Donation will not add to the City's workload unless it provides a net benefit to the City.

4) The Donation will not impose future/new costs such as starting an on-going program or additional staff responsibilities.

5) Any restrictions placed on the Donation by the donor are consistent with City's goals and policies. Donor restrictions may not include any requirement that any specific individual employee benefit from the Donation.

6) Donations may not be accepted from any individual or entity that could benefit in any way from a pending and/or upcoming Council policy decision.

The proposed monument sign and plaque will conform to the City's donation policy as noted above and in the attached resolution.

FISCAL IMPACT

The cost of construction and placement of the monument sign and plaque will be borne by the Surland Companies. Ongoing maintenance and repair responsibilities will rest with the City's Parks, Recreation & Community Facilities Department, and funding for these costs is included within the Community Facilities District (CFD) established for the Ellis Specific Plan area.

The new monument sign will replace an existing sign that was already contemplated in the CFD maintenance calculations and therefore does not create any additional burden to the City or CFD district taxpayers. The plaque is fabricated in bronze, a durable material with an expected lifespan of several decades. Bronze plaques generally require minimal upkeep beyond occasional cleaning, and staff does not anticipate any significant ongoing maintenance or replacement costs. As a result, the long-term fiscal impact to the City is expected to be negligible.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

This item is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (14 California Code of Regulations §§ 15000, et seq.; "CEQA Guidelines") in that it is not a "project" for purposes of CEQA (as defined by CEQA Guidelines §15378). Specifically, this item proposes an organizational or administrative activity that will not result in a direct or indirect physical change in the environment (CEQA Guidelines §§15378(b)(5)). Further, even if this item was deemed a "project," and therefore subject to CEQA, the item would be exempt as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (CEQA Guidelines §15061(b)(3)).

STRATEGIC PLAN

This agenda item is not related to a City Council Strategic Priority.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution 1) Accepting a Donation and Installation of a Monument Sign Renaming the Ellis Dog Park in Honor of K9 Officer Duke, which has a value of $15,710, in Accordance with the City's Donation Policy Adopted by Resolution 2021-108; and 2) Authorizing the City Manager to sign the Acceptance Letter.

Prepared by: Arturo M. Sanchez, Assistant City Manager

Reviewed by: Sara Castro, Finance Director
L. David Nefouse, City Attorney

Approved by: Midori Lichtwardt, City Manager

Attachments:

A. City Donation Policy
B. MOA

RESOLUTION 2021-108

APPROVING A COUNCIL POLICY ESTABLISHING RULES AND PROCEDURES FOR ACCEPTING DONATIONS AND GIFTS FROM THE PUBLIC

WHEREAS, The City of Tracy has been offered gifts and donations from the public; and

WHEREAS, The City does not have local rules or guidelines regarding the acceptance of donations and/or gifts from the public, and

WHEREAS, The City wishes to adopt a policy to provide clear guidelines regarding the acceptance of donations and gifts so as to ensure transparent handling of such offers, consistent with the City's commitment to treating all individuals and entities with whom it conducts business fairly and impartially; and

WHEREAS, The City Manager will be responsible for the implementation of the policy.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Tracy hereby adopts the policy establishing rules and procedures for accepting donations and gifts from the public as described in the attachment to this resolution.

****

The foregoing Resolution 2021-108 was adopted by the Tracy City Council on the 20th day of July, 2021, by the following vote:

AYES:	COUNCIL MEMBERS: ARRIOLA, DAVIS, YOUNG
NOES:	COUNCIL MEMBERS: NONE
ABSENT:	COUNCIL MEMBERS: BEDOLLA, VARGAS
ABSTAIN:	COUNCIL MEMBERS: NONE

MAYOR

ATTEST:

CITY CLERK

CITY OF TRACY
ADMINISTRATIVE POLICY AND PROCEDURE MANUAL

SUBJECT: : DONATIONS – *Policy & Procedure*

DATE ISSUED: : July 20, 2021

SECTION: : D

SECTION 1: PURPOSE

The purpose of this policy is to establish rules and procedures for the acceptance of gifts and donations ("Donations") to the City of Tracy ("City"), as authorized by Government Code section 37354. This policy is necessary to ensure that Donations can be accepted, processed and accounted for in a transparent manner and consistent with the City's commitment to treating all individuals and entities with whom it conducts business fairly and impartially. Implementation of this policy is the responsibility of the City Manager or designee. This Policy is separate and apart from the City's Ticket Policy and Gift Policy and Procedure (See Section 3).

SECTION 2: OVERVIEW

All Donations received by the City must be reported and reviewed carefully for consistency with the City's policies, including policies and procedures for accepting cash and other inventory. Only individuals authorized by this Policy may accept Donations on behalf of the City. Before accepting a Donation, the authorized individual must review the Donation and determine that it satisfies all of the following requirements:

1. The Donation must be consistent with the City's policies, including any applicable ordinances or resolutions.

2. The Donation must not conflict with any provision of the state or federal law. Any questions regarding whether a Donation conflicts with state or federal law should be directed to the City Attorney's Office.

3. The Donation will not add to the City's workload unless it provides a net benefit to the City.

4. The Donation will not impose future/new costs such as starting an on-going program or additional staff responsibilities.

5. Any restrictions placed on the Donation by the donor are consistent with City's goals and policies. Donor restrictions may not include any requirement that any specific individual employee benefit from the Donation.

6. The City will not accept Donations of any weapons, hazardous materials or dangerous items (excluding programs where the City accepts such items for the purpose of disposal).

7. Donations of tobacco, cannabis, or alcohol products of any kind are prohibited. Donations may not be accepted from any individual or entity that has an application for any discretionary approval pending with the City. Additionally, donations may not be accepted from any individual or entity that could benefit in any way from a pending and/or upcoming Council policy decision.

8. Donations of marketing goods (e.g. hats, t-shirts, etc.) may not be accepted from vendors, consultants or service providers unless they are made available to the overall general staff of the City or given department.

SECTION 3: APPLICABILITY OF THIS POLICY

This policy shall apply to any Donation offered or given to the City, including Donations from community groups that support various City operations or events. This policy does not apply to any gift or sponsorship of a City event or program that is made in exchange for any type of public acknowledgement or recognition, except for acknowledgment as provided for herein. This policy also does not apply to any gift, donation or financial or in-kind contribution made in accordance with an agreement (e.g. MOU, development agreement, community benefit agreement, etc.) with the City. Additionally, this policy does not apply to tickets or passes given to the City and distributed in accordance with the City's Ticket and Pass policy adopted by Resolution No. 2018-041 (Appendix A). Finally, this policy does not apply to gifts made to individual employees or officials of the City, which are governed by the City's Gift Policy and Procedure (Appendix B), as may be amended from time to time, as well as the Political Reform Act and regulations of the Fair Political Practices Commission ("FPPC"). Donations made to officials directly or for which the donor designates by name, class, or other title the official who may use the Donation are not Donations to the City, but rather individual gifts that may be required to be reported on FPPC Form 700.

SECTION 4: PROCEDURES FOR ACCEPTING AND ACKNOWLEDGING DONATIONS

A. Authorized Individuals

Only the individuals identified herein are authorized to accept Donations on behalf of the City. The estimated value of a Donation is based on the donor's estimate. The City will not independently assign a value to the donation unless it is cash.

1. City Council
   a. Donations of $5,000 or more may be accepted, via resolution, by the City Council.
   b. Any donation that does not comply with the requirements of this Policy, regardless of value, may only be accepted by the City Council.

2. City Manager
   a. Donations of between $1,000 - $4,999 may be accepted by the City Manager.
   b. Notwithstanding any other limitation contained in this Policy, the City Manager may accept any Donation to the City when the City Manager deems it necessary for the health and safety of City employees, City property, or the public.

   c. The City Manager, at their sole discretion, may decline a Donation when doing so is deemed necessary for the health and safety of City employees, City property, or the public

   d. The City Manager shall notify the City Council of a Donation at the next practicable City Council meeting or in writing as soon as possible.

3. Department Head
   a. Donations of less than $1,000 may be accepted by a Department Head
   b. The Department Head shall notify the City Manager of a Donation as soon as possible, but in no event later than one (1) business day after receipt.
   c. Any Donation that includes an ongoing obligation by the City, regardless of the value of the donation, must be approved by the City Manager.

B. Cash Donations

The following additional requirements apply to cash Donations, or the Donation of any cash equivalent:

1. The Donation shall be recorded in the appropriate revenue fund. The daily cash receipts should also indicate the account number used and the last name of the donor as a reference. All such funds shall remain earmarked within that specific fund for use only for the intended purpose and carried over within the budget until such time as it is expended. The Finance Director or designee may take any other necessary steps to properly document the donation.

2. For small Donations that include restrictions and/or obligations accepted by the City, the money should be used as soon as reasonably possible toward the specific category indicated by the donor.

3. A budget amendment is required for budget appropriation of any portion of Donation funds.

C. Acknowledgment of Donations

If requested by the donor, an acknowledgment letter on behalf of the City for any gift valued less than $1,000 may be provided by a Department Head, and by the City Manager for any gift valued $1,000 or more. The letter should clearly identify the nature of the Donation. Except for Donations of cash

or cash equivalents, where the donor amount is apparent, no dollar amount should be stated in the letter. Instead, the letter should contain the following paragraph: "Your donations may be tax deductible. To determine the amount you may properly deduct for tax purposes, you should consult your tax preparer or tax attorney." The City will not provide any tax services or documentation to donors.

D. Records

A record of cash Donations shall be made in accordance with Section B above and any other applicable policies of the Finance Department. A record of any non-cash donation valued by the donor at over five hundred dollars ($1,000) shall be created by the City Manager, or designee, and kept on file with the City Clerk. In addition, the City Manager, or designee, shall complete and submit to the FPPC a Form 801 for qualifying Donations when required by FPPC Regulations Sections 18944 and 18950.1. Examples of such qualifying Donations include the payment of travel expenses by third parties for official City business. Consult the City Attorney's Office to determine whether or not a Form 801 is required.

E. Declined Donations

The City reserves the right to decline any donation, if upon review and in the sole discretion of the City, acceptance of the donation is determined not to be in the best interests of the City.

Docusign Envelope ID: EFEE5665-BA4D-4339-872C-D033D68DD002

MEMORANDUM OF AMENDMENT BETWEEN THE CITY OF TRACY, SURLAND COMPANIES, AND THE ELLIS PROPERTY OWNERS ASSOCIATION REGARDING CHANGING A PARK NAME PER THE ELLIS SPECIFIC PLAN IN ELLIS PLANNED COMMUNITY; ACCEPTANCE OF DONATION BY THE CITY OF TRACY OF SIGN AND PLAQUE FROM SURLAND COMPANIES

This Memorandum of Agreement (the "MOA") is entered into as of September 25, 2025 ("**Effective Date**") by and between the City of Tracy, California (**the "City**"), the Ellis Property Owners Association ("**EPOA**"), and Surland Companies ("**Surland**"), and is based upon and consistent with the Ellis Specific Plan ("ESP") for Ellis – a planned, mixed-use community in Tracy, California, and good-faith negotiations and the appropriate agreements between the parties as set-out herein. The City, Surland, and EPOA are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**."

RECITALS

WHEREAS, the ESP was initially approved and executed between the City and Surland Companies on January 22, 2013; and

WHEREAS, the ESP was subsequently amended in 2018, 2019, and 2021; and

WHEREAS, the ESP led to the formation of the EPOA; and

WHEREAS, Section 2.2.6 of the ESP (entitled "Park Networks") notes and contemplates that all park names in Ellis shall be approved by the "City Council" as part of the ESP; and

WHEREAS, Section 2.2.6 also contemplates that any changes to park names in Ellis "may be changed by mutual agreement of the City and EPOA"; and

WHEREAS, per the ESP, the dog park located at 28397 Corral Hollow Rd, Tracy, CA 95377 was named "Ellis Dog Park" and such name was approved by the City Council; and

WHEREAS, consistent with Section 2.2.6, the Parties now wish to change the name of the park from "Ellis Dog Park" to "Duke's Dog Park"; and

WHEREAS, the Parties have met and conferred in good faith to change the name of the aforementioned park consistent with the ESP and wish to effectuate this change which includes replacing the existing Dog Park sign with a new sign through the instant MOA; and

WHEREAS, Surland wishes to dedicate and install (at no charge, no cost, and/or no current or future obligation, debt, cost, or liability to the City) a sign and plaque to acknowledge the changing of the park name to honor "Duke"; and

WHEREAS, Surland and EPOA agree, recognize, and acknowledge that the dedication and installation shall require an encroachment into the right of the way of the City; and

WHEREAS, Surland and EPOA agree that they will abide by any and all City rules, regulations, and procedures in order to effectuate the installation of plaque and sign; and

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NOW, THEREFORE, in consideration of the recitals (that are incorporated by reference as part of this MOA) and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Effective October 21, 2025, by virtue of and consistent with the ESP, EPOA and the City agree to change the name of "Ellis Dog Park" to "Duke's Dog Park."

2. The City agrees to accept the dedication and installation of a new sign and plaque, subject to the terms of this MOA. To be clear, this MOA (and this MOA alone) shall control and supersede the dedication and installation.

3. Nothing herein shall create any new, additional, and/or further obligations, claims, and/or liabilities on behalf of or between the Parties, including, but not limited any financial obligations, recoupments, credits, and/or the satisfaction of any debts, liabilities, or use/application to any other matters between the Parties and/or any affiliates, agents, representatives, parents, subsidiaries, successors, assigns, and/or grantors/grantees of the Parties.

4. The Parties recognize and agree that this MOA only relates to changing the name and replacing the existing sign for the aforementioned park and adding a new plaque.

5. Surland shall be solely responsible for removing the existing sign and replacing it with the new sign, and also installing the plaque. Parties agree that Surland is responsible for all direct and indirect costs associated with removing and replacing the sign (and plaque). Surland represents that it has (or will have) proper and sufficient insurance to cover the installation of the sign and plaque.

6. Surland and EPOA understand and agree that all the work performed associated with this MOA shall meet City's quality control standards. The final work product will be inspected by City's representative before its acceptance by the City. To the fullest extent permitted by law, Surland and EPOA agree to defend, indemnify, and hold harmless City from and against any and all claims, demands, lawsuits, damages, costs, and expenses (including reasonable attorneys' fees) arising from or related to the execution of this MOA or any obligations herein.

7. This MOA constitutes the entire agreement between the Parties regarding the subject matter herein and may only be modified in writing signed by both parties. Nothing herein creates any new obligations or new provisions for the Parties vis-à-vis the ESP and/or any other agreement between the Parties and/or any affiliates, agents, representatives, parents, subsidiaries, successors, assigns, and/or grantors/grantees of the Parties. This Agreement shall be governed by the laws of the State of California and venue for any disputes shall lie in the Superior Court of the County of San Joaquin.

8. The individuals executing this MOA represent and warrant that they have the right, power, legal capacity, and authority to enter and to execute this MOA. This MOA shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This MOA may be executed in one or more counterparts. All counterparts

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CITY OF TRACY

By: Midori Lichtwardt

Name: Midori Lichtwardt

Title: City Manager

Date: 9/25/2025 | 11:29 AM PDT

ELLIS PROPERTY OWNERS ASSOCIATION

By:

Name: Chris Long

Title: President

Date: 9/23/25

SURLAND COMPANIES

By:

Name:

Title: MMG MEM

Date: 9/23/25

ATTEST:

Signed by: April B. 9/25/2025 12:02 PM PDT

April Quintanilla, City Clerk

APPROVED AS TO FORM:

Signed by: 9/24/2025 | 3:38 PM PDT

L. David Nefouse, City Attorney

APPROVED AS TO FORM:

APPROVED AS TO FORM:

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

---

(1) ACCEPTING THE FOLLOWING IN ACCORDANCE WITH THE CITY'S DONATION & GIFT POLICY ADOPTED BY RESOLUTION 2021-108:

(A) A DONATION AND INSTALLATION OF A MONUMENT SIGN RENAMING THE ELLIS DOG PARK IN HONOR OF K9 OFFICER DUKE, WHICH HAS A VALUE OF $15,710.

(2) AUTHORIZING THE CITY MANAGER TO SIGN THE ACCEPTANCE LETTER.

WHEREAS, the Ellis Dog Park, is located at 4355 Summit Drive, and is a 2.41-acre special-use park constructed within the Ellis Specific Plan (ESP) area; and

WHEREAS, section 2.2.6 of the ESP (entitled "Park Networks") notes and contemplates that all park names in Ellis shall be approved by the City Council as a part of the ESP; and

WHEREAS, the ESP was initially approved and executed between the City and Surland Companies on January 22, 2013 and subsequently amended in 2018, 2019, and 2021, respectively; and

WHEREAS, in its adopted form the ESP named the park located at 4355 Summit Drive the "Ellis Dog Park"; and

WHEREAS, the City has a separate Council-approved Park Naming Policy (Resolution No. 2021-013) for all other parks located throughout the City of Tracy; and

WHEREAS, on June 6, 2024, the Parks & Community Services Commission reviewed Park naming applications received from the public; and

WHEREAS, on such application included a request to name a park in Tracy Hills in in honor of K9 Officer Duke, the San Joaquin County Sheriff's Office K9 who was tragically killed in the line of duty, in February 2023, while protecting Tracy Police Department officers.

WHEREAS, section 2.2.6 of the ESP contemplates that any changes to park names in the ESP may occur by mutual agreement of the City and Ellis Property Owners Association (EPOA); and

WHEREAS, in July 2025, the City and the Ellis Property Owners Association (EPOA) began discussions about the possibility of renaming the Ellis Dog Park to Duke's Dog Park.

WHEREAS, the EPOA and City met and conferred in good faith to change the name of the park from "Ellis Dog Park" to "Duke's Dog Park".

WHEREAS, The parties reached agreement and have executed an MOA to rename the park in honor of K9 Duke; and

WHEREAS, Surland Companies offered to manufacture and dedicate a monument sign and plaque in honor of K9 Officer Duke to be placed at the park at a place to be determined by the Parks, Recreation & Community Services Department; and

WHEREAS, Staff saw no reason to object to the offer of the donation of the monument sign and determined that it recommends that the Council accept the donation; and

WHEREAS, this item is categorically exempt from review under the California Environmental Quality Act (CEQA) regulations as it is not a "project" for purposes of CEQA as defined by CEQA Guidelines §15378 in that it involves maintenance of existing areas and such maintenance will not result in a direct or indirect physical change in the environment (CEQA Guidelines §§15378(b)(5)); and further, even if this item was deemed a "project," and therefore subject to CEQA, the item would be exempt as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (CEQA Guidelines §15061(b)(3)); and

WHEREAS, Surland Companies has placed no restrictions or requirements on the donations, only specifying that the display be mounted in an appropriate location at the park;

NOW, THEREFORE, be it,

RESOLVED: That the City Council of the City of Tracy accepts the proposed donation of a Monument Sign, in accordance with the City of Tracy Policy Establishing Rules and Procedures for Accepting Donations and Gifts from the Public; and be it

FURTHER RESOLVED: That the City Council hereby directs the City Manager to sign the acceptance letter; and be it

FURTHER RESOLVED: That the City Council directs staff to take all actions needed to implement the installation of the Monument sign at the park located at 4355 Summit Drive; and be it

FURTHER RESOLVED: That the City Council finds that this item is not a project as defined under CEQA and even if deemed a project, it is categorically exempt under CEQA Guidelines §15061(b)(3) 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.

.

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

The foregoing Resolution 2025- _____ was adopted by the Tracy City Council on October 7, 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

Exhibit 1 - MOA

Docusign Envelope ID: EFEE5665-BA4D-4339-872C-D033D68DD002

Exhibit 1

MEMORANDUM OF AMENDMENT BETWEEN THE CITY OF TRACY, SURLAND COMPANIES, AND THE ELLIS PROPERTY OWNERS ASSOCIATION REGARDING CHANGING A PARK NAME PER THE ELLIS SPECIFIC PLAN IN ELLIS PLANNED COMMUNITY; ACCEPTANCE OF DONATION BY THE CITY OF TRACY OF SIGN AND PLAQUE FROM SURLAND COMPANIES

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WHEREAS, Surland wishes to dedicate and install (at no charge, no cost, and/or no current or future obligation, debt, cost, or liability to the City) a sign and plaque to acknowledge the changing of the park name to honor "Duke"; and

WHEREAS, Surland and EPOA agree, recognize, and acknowledge that the dedication and installation shall require an encroachment into the right of the way of the City; and

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CITY OF TRACY

By: Midori Lichtwardt

Name: Midori Lichtwardt

Title: City Manager

Date: 9/25/2025 | 11:29 AM PDT

ELLIS PROPERTY OWNERS ASSOCIATION

By:

Name: Chris Long

Title: President

Date: 9/23/25

SURLAND COMPANIES

By:

Name:

Title: MMG MEM

Date: 9/23/25

ATTEST:

Signed by: April B. 9/25/2025 12:02 PM PDT

April Quintanilla, City Clerk

APPROVED AS TO FORM:

Signed by: 9/24/2025 | 3:38 PM PDT

L. David Nefouse, City Attorney

APPROVED AS TO FORM:

APPROVED AS TO FORM:

October 7, 2025

Agenda Item 3.A

RECOMMENDATION

Staff recommends that the City Council conduct a Public Hearing to receive comments regarding the temporary road closure of the International Parkway between Berkeley Road and Promontory Parkway during the construction of the International Parkway Bridge Replacement and Expansion over the Delta-Mendota Canal, Capital Improvement Project 73148, and, upon conclusion of the hearing, adopt a resolution:

1) approving such temporary road closure for the International Parkway Bridge Replacement and Expansion, Capital Improvement Project 73148, for a period of up to eleven (11) months to mitigate traffic safety concerns and facilitate construction of the Project, and

2) authorizing the submission of required documents to the Economic Development Administration (EDA) for consideration of the Federal Grant Award Environmental Narrative for ED 900C G.1 updating for the International Parkway Bridge during demolition, replacement, and expansion of the Delta-Mendota Canal crossing, and

3) accepting that the temporary road closure is within the scope of the development program evaluated in the Cordes Ranch Specific Plan Environmental Impact Report, and no subsequent action is required pursuant to Section 15162 of the California Environmental Quality Act guidelines, under Section 15168(c), and the National Environmental Policy Act Environmental Assessment prepared by the Economic Development Administration dated January 19, 2021.

EXECUTIVE SUMMARY

The International Parkway Bridge Replacement and Expansion Project over the Delta-Mendota Canal (Project) is an approved Capital Improvement Project (CIP) Number 73148. The Project was awarded for construction on May 6, 2025, to O.C. Jones & Sons Inc. under Resolution No. 2025-93, and work is in progress.

To enhance public safety and reduce construction risks, the Engineering Division of the Public Works Department requests that the City Council approve the temporary closure of International Parkway within the International Park of Commerce. The closure will facilitate the demolition, reconstruction, and widening of the existing two-lane bridge over the Delta-Mendota Canal. The new bridge will consist of two structures, providing four travel lanes, a Class I bike lane, and a raised sidewalk to improve access for all users. The closure is expected to occur from October 2025 through August 2026, with final completion dependent on the approval of the City Council and the Economic Development Administration (EDA).

The Project is the recipient of an EDA Federal Grant award. Staff requests that the City Council authorize submission of the required documents to EDA, to update the Environmental Narrative to include the road closure, and accept that the temporary road closure is within the guidelines under both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

BACKGROUND AND LEGISLATIVE HISTORY

The International Parkway Bridge Replacement Project was approved as part of the City's Capital Improvement Program in the Fiscal Year 2015-2016 Budget. The Project is located within the Cordes Ranch Specific Plan (CRSP) area. It serves as a key north-south route between Interstate 205 (I-205) and Interstate 580 (I-580) in the International Park of Commerce (IPC) area.

The Project includes replacing and widening the existing bridge over the Delta-Mendota Canal (Attachment A). Prologis, the master developer of IPC, is a primary benefactor and funding partner.

In 2020, the City, in partnership with Prologis, applied for federal funding under the Coronavirus Aid Relief and Economic Security (CARES) Act through the U.S. Economic Development Administration (EDA). The City received a grant award of $8.35 million and accepted the award on June 15, 2021, under Resolution No. 2021-075. Prologis committed $9.49 million in matching funds, bringing the total Project budget to $17.8 million.

On May 6, 2025, the City Council awarded the construction contract to O.C. Jones & Sons, Inc. in the amount of $14.1 million, with a contingency of $1.4 million under Resolution No. 2025-093.

DISCUSSION

To enhance safety and reduce construction time, staff is requesting the Council to approve the road closure of International Parkway, from Berkeley Road to Promontory Parkway, for an approximate period of 11 months. The EDA requires specific steps to revalidate the NEPA document for the road closure, including:

1. Preparation of a traffic study
2. Publication of a notice for the City Council meeting
3. 30-day public notice period
4. City Council action by resolution
5. Revision of the Environmental Narrative
6. EDA review and approval of the updated documents

The City's Project partner, Prologis, retained Kimley-Horn & Associates (Consultant), a traffic engineering firm with extensive experience in the IPC area, to prepare the traffic study for the closure. The traffic study memorandum (Attachment B) resulted in the following key findings:

- All traffic normally crossing the bridge will be detoured via Promontory Parkway, Hopkins Road, Hansen Road, and West Schulte Road.
- A full closure will shorten construction time by approximately 50% and substantially enhance public safety.
- Most congestion currently occurs during morning peak hours due to cut-through traffic, much of which does not originate or end in IPC.
- Drivers are expected to adjust travel routes and times within one to two weeks of the closure.
- Heavy congestion may occur in the first days of closure, and police presence is recommended to manage driver behavior.

- Advance warning through electronic message signs and business notifications is strongly recommended.

The road closure will enhance safety for all travelers and decrease construction time, which will allow the Project to be completed in a shorter time, thereby reducing the traffic impact on the area and meeting the EDA Grant funding deadline.

The majority of the bridge construction will take place during the road closure, which is expected to occur between October 2025 and August 2026, subject to Council approval. A proposed detour route has been prepared for the road closure (Attachment C). Staff recommends that the City Council approve the temporary full closure and adopt the accompanying resolution.

PUBLIC OUTREACH

In compliance with the notice requirements outlined by the EDA, staff, in coordination with Prologis, has placed a notification of Public Hearing for the proposed road closure of International Parkway in the Tracy Press publication dates on August 22, August 29, and September 5, 2025. Staff placed a notification in the Mountain House Matters publication for the August/September 2025 Issue #136. The notification has been placed on the City Website to include the Public Hearing notification, the Kimley-Horn traffic study, and the proposed detour map for review:
https://www.cityoftracy.org/departments/departments/public-works-department/public-works-engineering

FISCAL IMPACT

There is no additional fiscal impact associated with authorizing the temporary closure of International Parkway. All Project costs are included within the approved construction contract with O.C. Jones & Sons and the overall Project budget of $17,839,954.

COORDINATION

Staff coordinated with Prologis, EDA, the Federal Bureau of Reclamation, San Luis Delta-Mendota Water Authority, South County Fire District, Tracy Police Department, CalFire – Station 26 – Castle Rock, and the City Attorney's Office for this item.

ENVIRONMENTAL DETERMINATION

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

The National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) implementing regulations (40 C.F.R. Parts 1500 through 1508) require that an

environmental analysis be completed for all major Federal actions to determine whether they have significant impacts on the environment. EDA conducted an Environmental Assessment (EA) on January 19, 2021, to include this project. The subsequent Environmental Narrative (EN) will be updated for ED 900C G.1 pursuant to this Council Action.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council conduct a Public Hearing to receive comments regarding the temporary road closure of the International Parkway between Berkeley Road and Promontory Parkway during the construction of the International Parkway Bridge Replacement and Expansion over the Delta-Mendota Canal, Capital Improvement Project 73148, and, upon conclusion of the hearing, adopt a resolution:

1) approving such temporary road closure for the International Parkway Bridge Replacement and Expansion, Capital Improvement Project 73148, for a period of up to eleven (11) months to mitigate traffic safety concerns and facilitate construction of the Project, and

2) authorizing the submission of required documents to the Economic Development Administration (EDA) for consideration of the Federal Grant Award Environmental Narrative for ED 900C G.1 updating for the International Parkway Bridge during demolition, replacement, and expansion of the Delta-Mendota Canal crossing, and

3) accepting that the temporary road closure is within the scope of the development program evaluated in the Cordes Ranch Specific Plan Environmental Impact Report, and no subsequent action is required pursuant to Section 15162 of the California Environmental Quality Act guidelines, under Section 15168(c), and the National Environmental Policy Act Environmental Assessment prepared by the Economic Development Administration dated January 19, 2021

Prepared by: Lauren Gonzalez, Management Analyst II
Bernardo Bustamante, PE, Senior Civil Engineer

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

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Location map
Attachment B – International Parkway Closure Study – Kimley-Horn Final – 2025.08.14
Attachment C – CIP 73148 Road Closure Detour Map

Attachment A

International Park of Commerce (IPC)

International Parkway Bridge Project



Kimley»Horn

MEMORANDUM

From: Frederik Venter, PE and Colin Ogilvie | Kimley-Horn and Associates

To: Bernard Medina-Brown, PE | Prologis, Inc.

Date: August 14, 2025

Re: International Parkway Closure Study

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1 Introduction

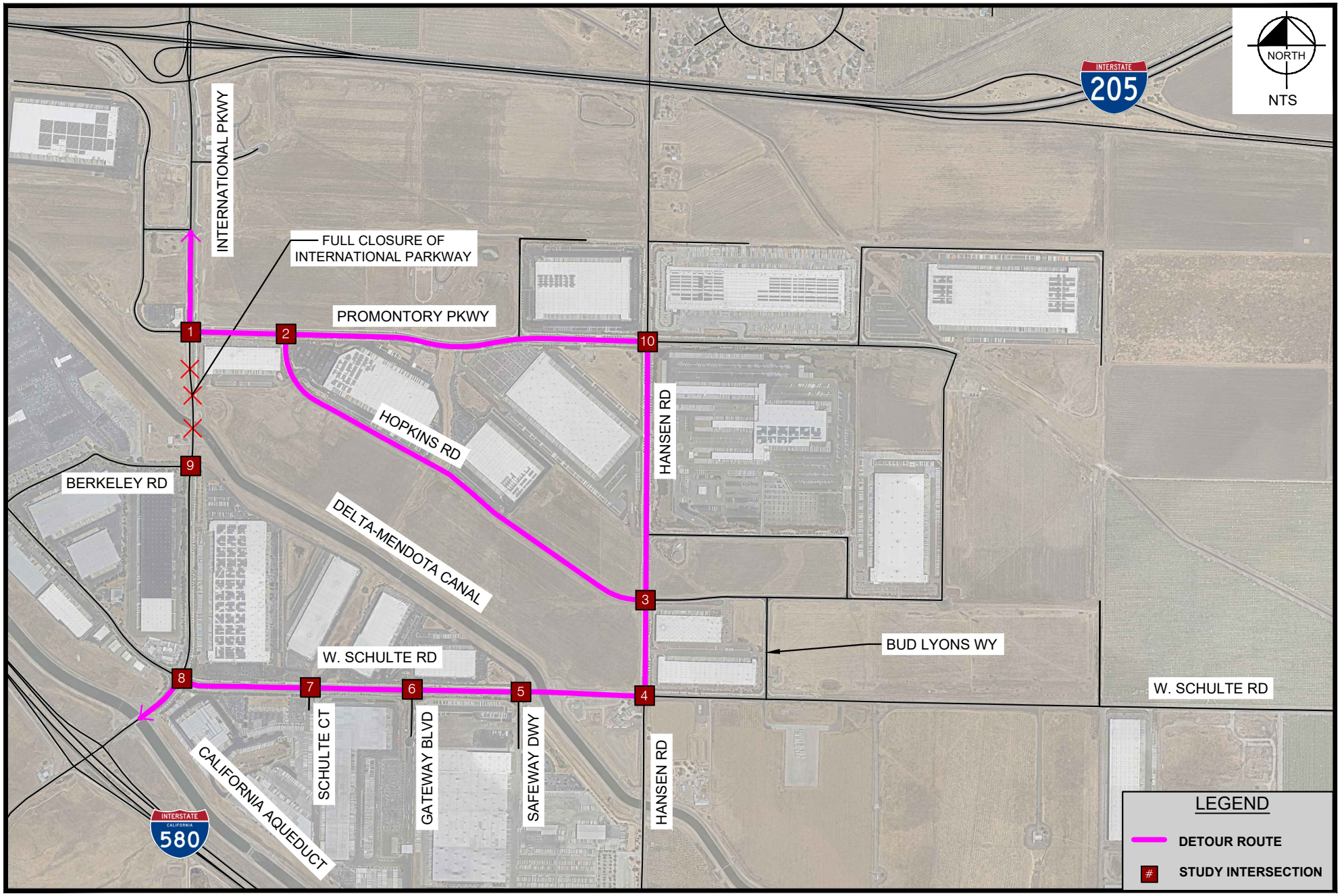
The City of Tracy is considering the full closure of International Parkway between Promontory Parkway and Berkeley Road during the construction of the new four-lane bridge over the Delta-Mendota Canal, for the primary purpose of removing the apparent safety hazard with the current multiphase approach. The current approach to construction assumes construction of half of the International Parkway Bridge at one time, bottlenecking truck and auto traffic through an even smaller passage way over an active canal, inviting substantial risk for vehicle collision, especially during construction off hours. In addition to the mitigation of the safety hazard with the implementation of the full closure, the Construction duration will also be reduced by roughly 50%, allowing the widened bridge to open to the public in half of the currently proposed time. This approach is also commonly taken by Caltrans due to safety concerns of the travelling public at and near construction activity. Construction of the Delta-Mendota Canal bridge will overlap with construction of the new interchange at I-580/Patterson Pass Road-International Parkway.

Most congestion currently occurs in the morning peak period, when the majority of the traffic on International Parkway consists of cut-through traffic from drivers, those not having an origin or destination within the local area, traveling south from the I-205/International Parkway-Mountain House Drive interchange, continue south on International Parkway and then travel westbound on I-580 from the I-580/Patterson Pass Road-International Parkway interchange or continue south on Patterson Pass Road. From recent AM peak period count data, it is estimated that approximately two-thirds of vehicles on International Parkway are cut-through traffic that do not have an origin or a destination in International Park of Commerce (IPC) or Patterson Pass Business Park.

Tracy residents use West Schulte Road from Lammers Road to International Parkway to avoid congestion on I-205 and I-580 and take this route as an alternative route. In the AM, it is estimated that approximately three-fourths of vehicles on West Schulte Road are cut-through traffic that do not have an origin or a destination in IPC or the Patterson Pass Business Park.

With the proposed road closure all current traffic along International Parkway that cross the bridge will be diverted through IPC along Promontory Parkway, Hopkins Road, Hansen Road, and West Schulte Road. See Figure 1 for the detour route. This will include vehicles with an origin or destination inside or outside of IPC and Patterson Pass Business Park.

This memorandum presents a traffic assessment for the construction of a new bridge along International Parkway across the Delta-Mendota Canal, assuming full closure of International Parkway at the bridge construction area between Berkeley Road and Promontory Parkway. The full road closure will substantially enhance safety for travelers and decrease construction time. This study analyzes operations along the proposed detour route and recommend signal timing improvements. Bridge construction and traffic rerouting is estimated to occur between October 2025 and August 2026.



Kimley»Horn

Figure 1

DETOUR ROUTE

August 2025

International Parkway Closure Study

Study Intersections

The study intersections identified below were selected for this analysis based on the detour route. Table 1 lists the study intersections analyzed.

Table 1 – Study Intersections

#	Intersection	Maintaining/Controlling Agency
1	International Parkway & Promontory Parkway	City of Tracy
2	Hopkins Road & Promontory Parkway	City of Tracy
3	Hansen Road & Hopkins Road	City of Tracy
4	Hansen Road & W. Schulte Road	City of Tracy
5	Safeway Driveway & W. Schulte Road	City of Tracy
6	Gateway Boulevard & W. Schulte Road	City of Tracy
7	Schulte Court & W. Schulte Road	City of Tracy
8	International Parkway & W. Schulte Road	City of Tracy
9	International Parkway & Berkeley Road	City of Tracy
10	Hansen Road & Promontory Parkway	City of Tracy

Study scenarios

The following scenarios were analyzed for level of service (LOS) and queuing.

- Existing Conditions
  - Existing traffic counts collected on August 27, 2024, and July 9, 2025
  - Existing traffic control and lane geometry as of August 2025

- Road Closure Detour Conditions
  - Existing Conditions
  - Plus Bridge Closure Rerouting
  - Plus Approved but unconstructed projects' traffic volumes:
    - IPC 5
    - IPC 20
    - The Avenues
    - Tracy Lake Village
    - West Parkway Village (Taco Bell, Parcel 7)

- Road Closure Detour with Reduced Cut-Through Volume Conditions (AM Peak Only)
  - Road Closure Detour Conditions
  - Plus Reduced Cut-Through Volume by 45%

Existing signal timings were obtained from City of Tracy and no modifications were applied for Existing Conditions. For Road Closure Detour Conditions and Road Closure Detour with Reduced Cut-Through Volume Conditions, signal timings were modified to accommodate the traffic volume. The analysis utilized

SimTraffic 12 with a 30-minute seeding period, four 15-minute periods and 10 runs. The 95th-percentile queues for each of the ten runs were averaged.

Operating Conditions and Criteria for Intersections

The regional road network in the Tracy area is severely congested in the AM peak period. The PM peak period is less congested. The congestion results in regional traffic diverting to City streets in an attempt to avoid the I-205 and I-580 congestion. International Parkway is one such roadway and approximately two-thirds of southbound vehicles cut-through from I-205 to I-580 in the AM peak hour. This cut-through traffic does not have an origin or destination in IPC and Patterson Pass Business Park .

Many Tracy residents who travel to the Bay Area for work, take West Schulte Road from Lammers Road to International Parkway and to join the I-580 at the Patterson Pass interchange, also a cut-through route. Approximately three-fourths of all westbound vehicles that travel along this route through IPC and Patterson Pass Business Park from within Tracy are estimated to be cut-through.

Drivers and navigation systems calculate travel times based on “equilibrium” on the network, i.e. route choices are made based on fastest and/or shortest travel times, but most drivers select the fastest travel time as the primary variable in making travel route choices. The construction at the I-580/Patterson Pass Road-International Parkway interchange and the construction of the bridge over the Delta-Mendota Canal will create pinch points and bottlenecks for the cut-through traffic on International Parkway, and the cut-through traffic on West Schulte Road. Drivers will seek alternative routes, since the roadway network in IPC and Patterson Pass Business Park will experience heavy congestions due to the cut-through traffic during construction of both projects.

Analysis of congestion caused by the two construction projects at intersections is based on the concept of level of service (LOS) and queuing per the City General Plan. The LOS of an intersection is a qualitative measure used to describe operational conditions. LOS ranges from A (best), which represents minimal delay, to F (worst), which represents heavy delay and a facility that is operating at or near its functional capacity. Levels of service for this study were determined using methods defined in the Highway Capacity Manual, 7th Edition, (HCM) and Synchro 12 traffic analysis software.

HCM methodologies include procedures for analyzing signalized intersections. The signalized intersection procedures define LOS as a function of average control delay for the overall intersection. Table 2 relates the operational characteristics associated with each LOS category for signalized intersections.

Table 2 – Intersection Level of Service Definitions

Level of Service	Description	Signalized (Avg. control delay per vehicle sec/veh.)
A	Free flow with no delays. Users are virtually unaffected by others in the traffic stream	less than 10
B	Stable traffic. Traffic flows smoothly with few delays.	less than or equal to 10 to 20
C	Stable flow but the operation of individual users becomes affected by other vehicles. Modest delays.	less than or equal to 20 to 35
D	Approaching unstable flow. Operation of individual users becomes significantly affected by other vehicles. Delays may be more than one cycle during peak hours.	less than or equal to 35 to 55
E	Unstable flow with operating conditions at or near the capacity level. Long delays and vehicle queuing.	less than or equal to 55 to 80
F	Forced or breakdown flow that causes reduced capacity. Stop and go traffic conditions. Excessive long delays and vehicle queuing.	greater than or equal to 80
Sources: Transportation Research Board, *Highway Capacity Manual 7th Edition*, National Research Council.		

2 Existing Conditions

The Existing Conditions analysis reflects the roadway network and traffic volumes at the time of the data collection. The roadway network reflects intersection geometry, traffic control, signal timing, and turning movement volumes as of the July 2025 data collection. Turning movement volumes were collected for the study intersections #5, #6, #7 and #9 on Wednesday, July 9, 2025, while turning movement volumes for intersections #1 through #4, #8 and #10 were previously collected on Tuesday, August 27, 2024. Passenger, heavy vehicle, bike and pedestrian movements were counted during both the AM and PM peak periods. Major street through volumes were utilized from the August 2024 at intersections #5, #6, #7 and #9, since the 2024 counts were higher than the 2025 counts due to seasonal variations.

All study intersection count data was reviewed to select the appropriate traffic volumes for use in this analysis. This analysis utilized standard network-wide peak hours for all study intersections. The network AM peak hour was 5:30 AM to 6:30 AM and the network PM peak hour was 4:15 PM to 5:15 PM. Individual intersection volumes, peak hour factors (PHF), and heavy vehicle percentages for the network peak hours were utilized for the analysis. Table 3 provides the levels of service (LOS) of the study intersections during Existing Conditions.

The LOS F in the AM peak hour, evident at the intersection of Safeway Driveway and West Schulte Road, is a result of the congestion and queue spillback from the I-580/Patterson Pass Road-International

Parkway interchange. As more congestion occurs, intersections further east on West Schulte Road can also be expected to become congested. The congestion enters a stage of gridlock that holds traffic back (forms a bottleneck), and in return, downstream intersections from the congested intersection start to operate at improved levels of service.

Table 3 – Existing Conditions LOS Results

Intersection		LOS Standard	Control Type	Existing Conditions			
				AM Peak Hour		PM Peak Hour	
				Delay	LOS	Delay	LOS
1	International Pkwy & Promontory Pkwy	D	Signal	21.9	C	21.5	C
2	Hopkins Rd & Promontory Pkwy	D	Signal	23.1	C	22.2	C
3	Hansen Rd & Hopkins Rd	D	Signal	11.9	B	16.4	B
4	Hansen Rd & W. Schulte Rd	D	Signal	17.8	B	51.4	D
5	Safeway & W. Schulte Rd	D	Signal	240.9	F	10.8	B
6	Gateway Blvd & W. Schulte Rd	D	Signal	14.7	B	12.2	B
7	Schulte Ct & W. Schulte Rd	D	Signal	13.7	B	12.3	B
8	International Pkwy & W. Schulte Rd[4]	E	Signal	69.0	E	37.2	D
9	International Pkwy & Berkeley Rd	D	Signal	7.9	A	13.4	B
10	Hansen Road & Promontory Parkway	D	Signal	18.0	B	10.5	B

Notes:
1. Analysis performed using HCM 7th Edition methodology in Synchro™ 12
2. Overall level of service (LOS) standard for the City is D. For intersections within 1/4-mile of an interchange, overall LOS standard is E
3. Delay indicated in seconds/vehicle
4. Signal timing has been updated since IPC 20

3 Road Closure Detour Conditions

The closure of International Parkway will reroute all of the existing southbound and northbound traffic at the bridge around the construction site along West Schulte Road, Hansen Road, Hopkins Road, and Promontory Parkway. This includes traffic that cuts through the area and traffic with an origin or destination within IPC or Patterson Pass Business Park. Road Closure Detour Conditions are based on Existing Conditions traffic volumes plus traffic that would be generated by approved but unconstructed projects that could seek occupancy in the next year or so during the anticipated construction duration. This condition analyzes operations along the proposed detour routes when the bridge on International Parkway is completely closed off to through traffic. For this analysis scenario, signal timings at the rerouted intersections were changed to best accommodate the rerouted traffic demand volumes. Table 4 provides the levels of service (LOS) of the study intersections under this scenario. It is evident from the table that some of the intersections along the detour routes cannot accommodate the rerouted traffic (cut-through traffic and local traffic) and severe congestion occurs at the following intersections:

- Hansen Road & Hopkins Road
- Hansen Road & West Schulte Road
- Safeway & West Schulte Road
- International Parkway & West Schulte Road

Table 4 – Road Closure Detour Conditions LOS Results

Intersection		LOS Standard	Control Type	Road Closure Detour Conditions			
				AM Peak Hour		PM Peak Hour	
				Delay	LOS	Delay	LOS
1	International Pkwy & Promontory Pkwy	D	Signal	14.6	B	3.5	A
2	Hopkins Rd & Promontory Pkwy	D	Signal	17.2	B	23.4	C
3	Hansen Rd & Hopkins Rd	D	Signal	82.3	F	63.8	E
4	Hansen Rd & W. Schulte Rd	D	Signal	304.5	F	97.5	E
5	Safeway & W. Schulte Rd	D	Signal	645.6	F	11.1	B
6	Gateway Blvd & W. Schulte Rd	D	Signal	28.8	C	14.2	B
7	Schulte Ct & W. Schulte Rd	D	Signal	31.3	C	12.6	B
8	International Pkwy & W. Schulte Rd	E	Signal	61.1	E	26.6	C
9	International Pkwy & Berkeley Rd	D	Signal	23.0	C	15.2	B
10	Hansen Road & Promontory Parkway	D	Signal	19.6	B	11.1	B

Notes:
1. Analysis performed using HCM 7th Edition methodology in Synchro™ 12
2. Overall level of service (LOS) standard for the City is D. For intersections within 1/4-mile of an interchange, overall LOS standard is E
3. Delay indicated in seconds/vehicle

Because the roadway network cannot accommodate the rerouted travel demand, the cut-through traffic will adjust their routing or travel time to a point of equilibrium. The question is what that point of equilibrium is. Before construction started at the I-580/Patterson Pass Road-International Parkway interchange, the longest queues occurred at the westbound approach at International Parkway and West Schulte Road in the AM. Drivers determined that this extent of queueing and the delay it inflicted on them was a point of "equilibrium" in their travel, even through the system was congested. The following section assumes, as a starting point, the same level of equilibrium and traffic congestion and calculates the traffic volumes that would be evident along the rerouted network. This equilibrium is expected to take one to two weeks to occur.

4 Road Closure Detour with Reduced Cut-Through Volume Conditions

Based on a similar level of equilibrium on West Schulte Road, volumes can be expected to reduce until travel time and queuing matches existing conditions. It is anticipated that many drivers will change their travel behavior, find an alternative route, or change their time of travel. It is estimated that drivers will take approximately one to two weeks to make these adjustments in their travel behavior. Thus, on the day the road closure starts, for about one to two weeks, heavy congestion will be evident within IPC and Patterson Pass Business Park. Driver frustration will be evident and erratic driver behavior will occur. It is recommended that changeable message signs (CMS) be installed approximately 2 weeks in advance of the road closure to warn drivers to find alternative routes of travel. These signs will be placed at locations where cut-through volumes occur right now on the City network. A separate traffic control plan is being prepared simultaneously and will include this signage. In this scenario, traffic would follow the proposed detour route with an estimated 45% decrease in cut-through traffic volume, which would yield similar traffic operations to the current traffic levels. Table 5 presents the levels of service (LOS) for the study intersections under these conditions.

Table 5 – Road Closure Detour with Reduced Cut-Through Volume Conditions LOS Results

Intersection		LOS Standard	Control Type	Road Closure Detour (Reduced Cut-Through) Conditions			
				AM Peak Hour		PM Peak Hour	
				Delay	LOS	Delay	LOS
1	International Pkwy & Promontory Pkwy	D	Signal	14.2	B	3.5	A
2	Hopkins Rd & Promontory Pkwy	D	Signal	17.3	B	23.4	C
3	Hansen Rd & Hopkins Rd	D	Signal	37.3	D	63.8	C
4	Hansen Rd & W. Schulte Rd	D	Signal	58.6	E	97.5	F
5	Safeway & W. Schulte Rd	D	Signal	183.1	F	11.1	B
6	Gateway Blvd & W. Schulte Rd	D	Signal	17.8	B	14.2	B
7	Schulte Ct & W. Schulte Rd	D	Signal	13.6	B	12.6	B
8	International Pkwy & W. Schulte Rd	E	Signal	28.8	C	30.1	C
9	International Pkwy & Berkeley Rd	D	Signal	17.7	B	27.1	C
10	Hansen Road & Promontory Parkway	D	Signal	16.2	B	12.8	B

Notes:
1. Analysis performed using HCM 7th Edition methodology in Synchro™ 12
2. Overall level of service (LOS) standard for the City is D. For intersections within 1/4-mile of an interchange, overall LOS standard is E
3. Delay indicated in seconds/vehicle

5 Queueing Analysis

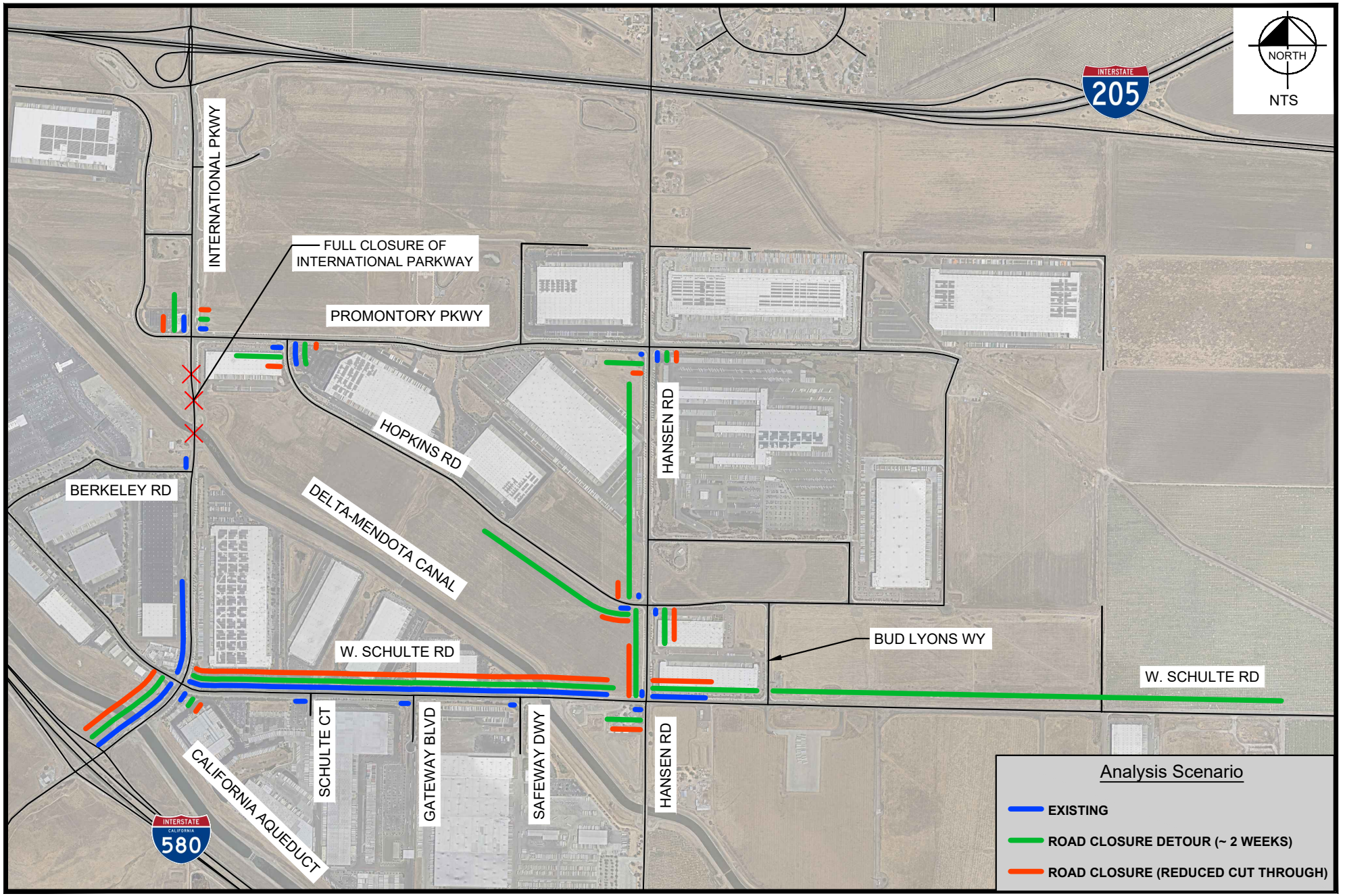
Queuing data was obtained from the SimTraffic analysis as complimentary data to the LOS indicated in the previous tables. The long queues are evident of the heavy congestion and the inability of the intersections to accommodate the cut-through traffic. Queues are reported for the three study scenarios. The SimTraffic models were calibrated for the existing conditions to replicate the field conditions and provide a more accurate prediction of future conditions with the rerouting of the traffic. A summary of 95th-percentile queues for the Existing, Road Closure Detour, and Road Closure Detour with Reduced Cut-Through Volumes Conditions are shown below. Table 6 indicates how the queues at several of the study intersections grow from acceptable to severely congested/gridlock conditions.

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Table 6 – Intersections Queuing

Intersection		Movement	Existing Conditions 95th Percentile Queue (ft)		Road Closure Detour 95th Percentile Queue (ft)		Road Closure Detour (Reduced Cut-through) 95th Percentile Queue (ft)	
			AM Peak	PM Peak	AM Peak	PM Peak	AM Peak	PM Peak
1	International Pkwy & Promontory Pkwy	WBR	65	75	80	65	90	80
		SBL	155	120	415	130	160	135
2	Hopkins Rd & Promontory Pkwy	EBR	95	75	510	135	145	135
		NBL	45	55	270	310	245	295
3	Hansen Rd & Hopkins Rd	EBT/R	85	60	1660	195	265	195
		NBL	45	65	385	475	340	470
		SBT	20	45	1010	65	165	65
4	Hansen Rd & W. Schulte Rd	SBR	45	40	1195	120	575	105
		EBL	65	65	385	435	320	435
		WBT	610	50	635	140	675	130
5	Safeway & W. Schulte Rd	WBT	1295	50	1875	95	1230	85
		EBT	45	115	170	285	170	320
6	Gateway Blvd & W. Schulte Rd	WBT	760	90	840	150	755	140
		EBT	85	175	160	280	235	270
7	Schulte Ct & W. Schulte Rd	WBT	1440	105	1240	185	1420	175
		EBT	110	105	175	200	175	200
8	International Pkwy & W. Schulte Rd	WBL	1865	105	1440	190	1920	215
		SBL	170	155	85	95	80	100
		SBT	1080	100	15	35	20	40
		NBR	90	130	90	125	95	85
9	International Pkwy & Barkeley Rd	SBT	100	60	-	-	-	-
		SBT/R	90	45	-	-	-	-
10	Hansen Rd & Promontory Pkwy	EBR	10	15	405	20	90	25
		NBL	90	15	90	40	95	70

Notes:
1. Queues that exceed the Existing Conditions are bolded.



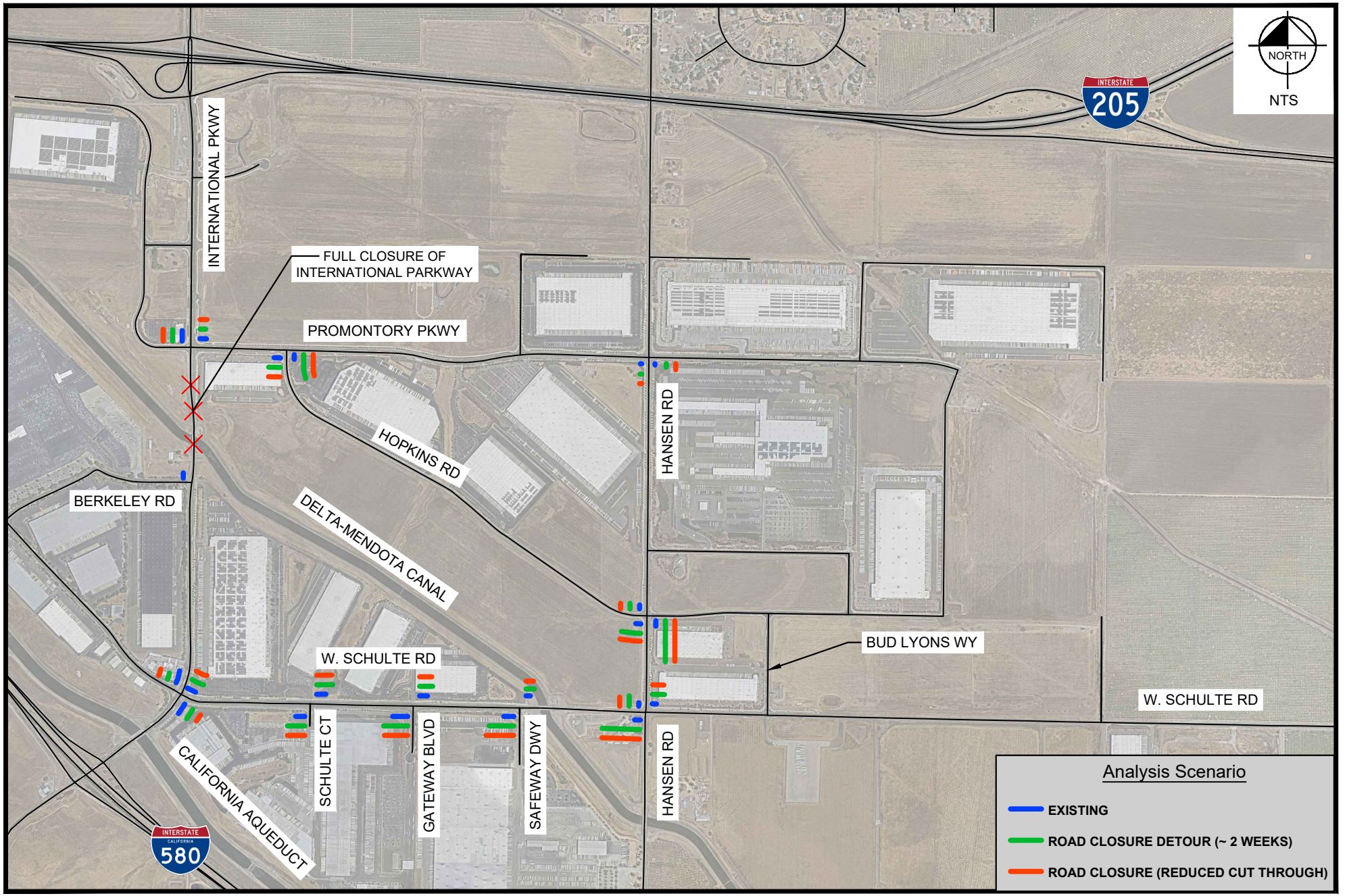
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Figure 2

AM QUEUING

August 2025

International Parkway Closure Study



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Figure 3

PM QUEUING

August 2025

International Parkway Closure Study

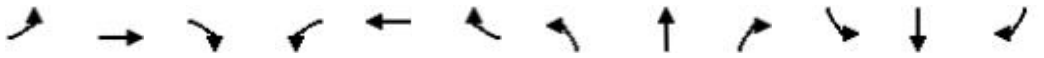
6 Conclusions

1. All current traffic that travel on International Parkway across the bridge will be diverted through IPC along Promontory Parkway, Hopkins Road, Hansen Road, and West Schulte Road. This will include vehicles with an origin or destination inside or outside of IPC and Patterson Pass Business Park.
2. Full closure of International Parkway to construct the new 4-land bridge across the Delta-Mendota Canal will reduce the construction time by roughly 50% and mitigate the substantial safety risks for the traveling public on the construction site. This approach is also followed by Caltrans, due to safety concerns of the travelling public at and near construction activity.
3. Construction of the bridge will overlap with construction of the new interchange at I-580/Patterson Pass- International Parkway.
4. Most congestion currently occurs in the morning peak period, when the majority of the traffic in International Parkway consists of cut-through traffic from drivers traveling south from the 205/International Parkway-Mountain House Drive, continue south on International Parkway.
5. Approximately two-thirds of southbound traffic on International Parkway consist of cut-through traffic that do not have an origin or a destination in IPC or Patterson Pass Business Park. PM volumes are substantially lower.
6. Tracy residents use West Schulte Road from Lammers Road to International Parkway to avoid congestion on the I-580 and take this route as a shortcut. In the AM, approximately three-fourths of westbound traffic on West Schulte Road does not have an origin or a destination in IPC or the Patterson Pass Business Park.
7. Drivers and navigation systems calculate travel times based on “equilibrium” on the network. i.e. route choices are made based on fastest and/or shortest travel times, but most drivers select fastest travel time as the primary variable in making travel route choices. The construction at the I-580/Patterson Pass Road-International Parkway interchange and the construction of bridge over the Delta-Mendota Canal will create pinch points and bottlenecks for the cut-through traffic on International Parkway, and also the cut-through traffic on West Schulte Road.
8. Based on a similar level of equilibrium on West Schulte Road, volumes can be expected to reduce until travel time and queuing matches existing conditions. It is anticipated that many drivers will change their travel behavior, find an alternative route, or change their time of travel. It is estimated that drivers will take approximately one to two weeks to make these adjustments in their travel behavior. Thus, on the day the road closure starts, for about one to two weeks, heavy congestion will be evident within IPC and Patterson Pass Business Park. Driver frustration will be evident and erratic driver behavior will occur. Police presence on the first couple of days will help control driver behavior.
9. It is recommended that CMS signs be installed approximately 2 weeks in advance of the road closure to warn drivers to find alternative routes to travel. IPC and Patterson Pass Business Park occupants should also we informed the road closure and potential grid lock.

7 Appendices

A. Existing Conditions Synchro Output Sheets
B. Road Closure Detour Conditions Synchro Output SheetsB. Road Closure Detour Conditions Synchro Output Sheets
C. Road Closure Detour with Reduced Cut-Through Volume Conditions Synchro Output Sheets
D. Existing Conditions SimTraffic Queuing Output Sheets
E. Road Closure Detour Conditions SimTraffic Queuing Output Sheets
F. Road Closure Detour with Reduced Cut-Through Conditions SimTraffic Queuing Output Sheets

A. Existing Conditions Synchro Output Sheets



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	1	6	29	6	106	5	206	9	129	902	0
Future Volume (veh/h)	0	1	6	29	6	106	5	206	9	129	902	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1900	1900	1292	1411	1366	1530	1085	1500	1678	1648	1900
Adj Flow Rate, veh/h	0	1	7	32	7	116	5	226	10	142	991	0
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	0	0	0	41	33	36	25	55	27	15	17	0
Cap, veh/h	2	109	93	35	168	373	9	1437	885	198	1243	1215
Arrive On Green	0.00	0.06	0.06	0.03	0.12	0.12	0.01	0.70	0.70	0.06	0.75	0.00
Sat Flow, veh/h	1810	1900	1610	1231	1411	2038	1457	2061	1270	3100	1648	1610
Grp Volume(v), veh/h	0	1	7	32	7	116	5	226	10	142	991	0
Grp Sat Flow(s),veh/h/ln	1810	1900	1610	1231	1411	1019	1457	1031	1270	1550	1648	1610
Q Serve(g_s), s	0.0	0.1	0.5	3.1	0.5	5.9	0.4	4.5	0.3	5.4	44.4	0.0
Cycle Q Clear(g_c), s	0.0	0.1	0.5	3.1	0.5	5.9	0.4	4.5	0.3	5.4	44.4	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	2	109	93	35	168	373	9	1437	885	198	1243	1215
V/C Ratio(X)	0.00	0.01	0.08	0.92	0.04	0.31	0.54	0.16	0.01	0.72	0.80	0.00
Avail Cap(c_a), veh/h	187	428	362	230	435	759	61	1437	885	594	1243	1215
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.00	1.00	1.00	0.97	0.97	0.97	1.00	1.00	1.00	0.92	0.92	0.00
Uniform Delay (d), s/veh	0.0	53.3	53.5	58.2	46.8	42.5	59.4	6.2	5.6	55.1	9.1	0.0
Incr Delay (d2), s/veh	0.0	0.0	0.3	52.1	0.1	0.5	40.5	0.2	0.0	4.4	5.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.0	0.2	1.5	0.2	1.5	0.3	0.9	0.1	2.2	13.2	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	0.0	53.3	53.9	110.3	46.9	42.9	99.9	6.4	5.6	59.5	14.0	0.0
LnGrp LOS		D	D	F	D	D	F	A	A	E	B	
Approach Vol, veh/h		8			155			241			1133	
Approach Delay, s/veh		53.8			57.0			8.3			19.7	
Approach LOS		D			E			A			B	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	4.8	96.3	7.4	11.5	11.7	89.4	0.0	18.9
Change Period (Y+Rc), s	4.0	5.8	4.0	4.6	4.0	5.8	4.0	4.6
Max Green Setting (Gmax), s	5.0	47.2	22.4	27.0	23.0	29.2	12.4	37.0
Max Q Clear Time (g_c+I1), s	2.4	46.4	5.1	2.5	7.4	6.5	0.0	7.9
Green Ext Time (p_c), s	0.0	0.5	0.0	0.0	0.4	1.3	0.0	0.5

Intersection Summary	
HCM 7th Control Delay, s/veh	21.9
HCM 7th LOS	C

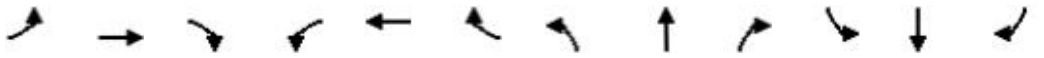
Notes

User approved pedestrian interval to be less than phase max green.

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (veh/h)	82	57	16	104	37	4
Future Volume (veh/h)	82	57	16	104	37	4
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1722	1070	1900	1485	966	1737
Adj Flow Rate, veh/h	109	76	21	139	49	5
Peak Hour Factor	0.75	0.75	0.75	0.75	0.75	0.75
Percent Heavy Veh, %	12	56	0	28	63	11
Cap, veh/h	414	115	235	357	665	1064
Arrive On Green	0.13	0.13	0.13	0.13	0.72	0.72
Sat Flow, veh/h	3358	907	1218	2896	920	1472
Grp Volume(v), veh/h	109	76	21	139	49	5
Grp Sat Flow(s),veh/h/ln	1636	907	1218	1411	920	1472
Q Serve(g_s), s	1.8	4.9	1.0	2.8	1.0	0.1
Cycle Q Clear(g_c), s	1.8	4.9	2.8	2.8	1.0	0.1
Prop In Lane		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h	414	115	235	357	665	1064
V/C Ratio(X)	0.26	0.66	0.09	0.39	0.07	0.00
Avail Cap(c_a), veh/h	1631	452	688	1406	665	1064
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.88	0.88	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	24.1	25.4	25.3	24.5	2.5	2.4
Incr Delay (d2), s/veh	0.3	5.7	0.2	0.7	0.2	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.7	1.1	0.3	0.9	0.1	0.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	24.4	31.1	25.5	25.2	2.7	2.4
LnGrp LOS	C	C	C	C	A	A
Approach Vol, veh/h	185			160	54	
Approach Delay, s/veh	27.1			25.2	2.7	
Approach LOS	C			C	A	

Timer - Assigned Phs	2	4	8
Phs Duration (G+Y+Rc), s	48.7	12.3	12.3
Change Period (Y+Rc), s	4.6	4.6	4.6
Max Green Setting (Gmax), s	21.4	30.4	30.4
Max Q Clear Time (g_c+I1), s	3.0	6.9	4.8
Green Ext Time (p_c), s	0.1	0.9	0.9

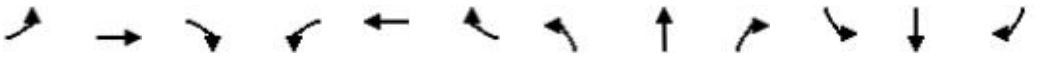
Intersection Summary	
HCM 7th Control Delay, s/veh	23.1
HCM 7th LOS	C



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	55	18	1	23	11	16	146	2	0	11	2
Future Volume (veh/h)	0	55	18	1	23	11	16	146	2	0	11	2
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1159	966	1337	418	1011	1900	1381	1663	1530	1900	1470	1085
Adj Flow Rate, veh/h	0	77	25	1	32	15	23	206	3	0	15	3
Peak Hour Factor	0.71	0.71	0.71	0.71	0.71	0.71	0.71	0.71	0.71	0.71	0.71	0.71
Percent Heavy Veh, %	50	63	38	100	60	0	35	16	25	0	29	55
Cap, veh/h	3	138	45	1	203	95	38	1244	511	5	705	232
Arrive On Green	0.00	0.20	0.20	0.00	0.31	0.31	0.03	0.39	0.39	0.00	0.25	0.25
Sat Flow, veh/h	1104	699	227	398	651	305	1316	3159	1296	1810	2793	919
Grp Volume(v), veh/h	0	0	102	1	0	47	23	206	3	0	15	3
Grp Sat Flow(s),veh/h/ln	1104	0	926	398	0	956	1316	1580	1296	1810	1397	919
Q Serve(g_s), s	0.0	0.0	3.5	0.1	0.0	1.3	0.6	1.5	0.0	0.0	0.1	0.1
Cycle Q Clear(g_c), s	0.0	0.0	3.5	0.1	0.0	1.3	0.6	1.5	0.0	0.0	0.1	0.1
Prop In Lane	1.00		0.25	1.00		0.32	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	3	0	183	1	0	298	38	1244	511	5	705	232
V/C Ratio(X)	0.00	0.00	0.56	0.89	0.00	0.16	0.61	0.17	0.01	0.00	0.02	0.01
Avail Cap(c_a), veh/h	281	0	1057	101	0	1091	558	2964	1216	460	2147	707
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00
Uniform Delay (d), s/veh	0.0	0.0	12.8	17.7	0.0	8.8	17.0	7.0	6.5	0.0	9.9	9.9
Incr Delay (d2), s/veh	0.0	0.0	2.6	347.7	0.0	0.2	15.0	0.1	0.0	0.0	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.0	0.7	0.1	0.0	0.2	0.3	0.3	0.0	0.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	0.0	0.0	15.4	365.3	0.0	9.0	32.0	7.0	6.5	0.0	10.0	9.9
LnGrp LOS			B	F		A	C	A	A		A	A
Approach Vol, veh/h		102			48			232			18	
Approach Delay, s/veh		15.4			16.5			9.5			10.0	
Approach LOS		B			B			A			A	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	4.0	11.6	0.0	19.7	0.0	15.6	5.0	14.7
Change Period (Y+Rc), s	4.0	4.6	4.0	5.8	4.0	4.6	4.0	5.8
Max Green Setting (Gmax), s	9.0	40.4	9.0	33.2	9.0	40.4	15.0	27.2
Max Q Clear Time (g_c+I1), s	2.1	5.5	0.0	3.5	0.0	3.3	2.6	2.1
Green Ext Time (p_c), s	0.0	0.6	0.0	1.2	0.0	0.2	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	11.9
HCM 7th LOS	B



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	11	41	16	74	925	146	12	7	6	5	9	16
Future Volume (veh/h)	11	41	16	74	925	146	12	7	6	5	9	16
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	670	1040	581	1900	1841	1707	789	1337	1900	1337	1411	1411
Adj Flow Rate, veh/h	11	42	16	76	954	151	12	7	6	5	9	16
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	83	58	89	0	4	13	75	38	0	38	33	33
Cap, veh/h	15	701	332	125	1325	1041	19	51	44	15	90	76
Arrive On Green	0.02	0.67	0.67	0.07	0.72	0.72	0.02	0.08	0.08	0.01	0.06	0.06
Sat Flow, veh/h	638	1040	492	1810	1841	1447	751	665	570	1273	1411	1196
Grp Volume(v), veh/h	11	42	16	76	954	151	12	0	13	5	9	16
Grp Sat Flow(s),veh/h/ln	638	1040	492	1810	1841	1447	751	0	1234	1273	1411	1196
Q Serve(g_s), s	2.1	1.6	1.3	4.9	36.2	3.9	1.9	0.0	1.2	0.5	0.7	1.5
Cycle Q Clear(g_c), s	2.1	1.6	1.3	4.9	36.2	3.9	1.9	0.0	1.2	0.5	0.7	1.5
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.46	1.00		1.00
Lane Grp Cap(c), veh/h	15	701	332	125	1325	1041	19	0	95	15	90	76
V/C Ratio(X)	0.75	0.06	0.05	0.61	0.72	0.15	0.65	0.00	0.14	0.34	0.10	0.21
Avail Cap(c_a), veh/h	48	701	332	136	1325	1041	56	0	350	95	400	339
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	58.3	6.7	6.6	54.3	9.8	5.3	58.0	0.0	51.7	58.9	53.0	53.3
Incr Delay (d2), s/veh	53.6	0.2	0.3	6.7	3.4	0.3	31.9	0.0	0.9	13.1	0.7	1.9
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.5	0.4	0.1	2.4	12.3	1.1	0.5	0.0	0.4	0.2	0.3	0.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	111.8	6.8	6.9	61.0	13.2	5.6	89.9	0.0	52.6	72.0	53.7	55.3
LnGrp LOS	F	A	A	E	B	A	F		D	E	D	E
Approach Vol, veh/h		69			1181			25			30	
Approach Delay, s/veh		23.6			15.3			70.5			57.6	
Approach LOS		C			B			E			E	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	12.3	87.3	5.4	15.0	6.8	92.9	7.0	13.4
Change Period (Y+Rc), s	4.0	* 6.5	4.0	5.8	4.0	6.5	4.0	5.8
Max Green Setting (Gmax), s	9.0	* 48	9.0	34.0	9.0	47.7	9.0	34.0
Max Q Clear Time (g_c+I1), s	6.9	3.6	2.5	3.2	4.1	38.2	3.9	3.5
Green Ext Time (p_c), s	0.0	0.4	0.0	0.0	0.0	6.0	0.0	0.1

Intersection Summary	
HCM 7th Control Delay, s/veh	17.8
HCM 7th LOS	B

Notes

User approved pedestrian interval to be less than phase max green.

* HCM 7th computational engine requires equal clearance times for the phases crossing the barrier.

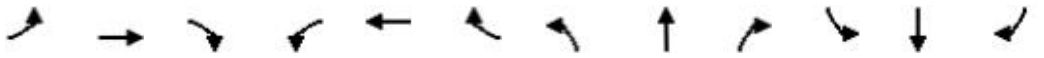
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	3	60	30	35	909	9	34	0	8	0	0	0
Future Volume (veh/h)	3	60	30	35	909	9	34	0	8	0	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1752	1752	1752	1752	1752	1752	1752	1752	1752	1752	1752	1752
Adj Flow Rate, veh/h	3	65	33	38	988	10	37	0	9	0	0	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	10	10	10	10	10	10	10	10	10	10	10	10
Cap, veh/h	8	569	482	96	653	7	95	0	76	1	1	0
Arrive On Green	0.00	0.32	0.32	0.06	0.38	0.38	0.06	0.00	0.05	0.00	0.00	0.00
Sat Flow, veh/h	1668	1752	1485	1668	1731	18	1668	0	1485	1668	1752	0
Grp Volume(v), veh/h	3	65	33	38	0	998	37	0	9	0	0	0
Grp Sat Flow(s),veh/h/ln	1668	1752	1485	1668	0	1749	1668	0	1485	1668	1752	0
Q Serve(g_s), s	0.2	3.4	2.0	2.9	0.0	49.0	2.8	0.0	0.8	0.0	0.0	0.0
Cycle Q Clear(g_c), s	0.2	3.4	2.0	2.9	0.0	49.0	2.8	0.0	0.8	0.0	0.0	0.0
Prop In Lane	1.00		1.00	1.00		0.01	1.00		1.00	1.00		0.00
Lane Grp Cap(c), veh/h	8	569	482	96	0	660	95	0	76	1	1	0
V/C Ratio(X)	0.38	0.11	0.07	0.40	0.00	1.51	0.39	0.00	0.12	0.00	0.00	0.00
Avail Cap(c_a), veh/h	154	569	482	193	0	660	154	0	483	154	571	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	0.76	0.00	0.76	1.00	0.00	1.00	0.00	0.00	0.00
Uniform Delay (d), s/veh	64.5	30.8	30.3	59.1	0.0	40.5	59.1	0.0	58.9	0.0	0.0	0.0
Incr Delay (d2), s/veh	10.8	0.4	0.3	0.8	0.0	236.7	2.6	0.0	0.3	0.0	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	1.5	0.8	1.2	0.0	63.4	1.3	0.0	0.3	0.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	75.3	31.2	30.6	59.8	0.0	277.1	61.8	0.0	59.1	0.0	0.0	0.0
LnGrp LOS	E	C	C	E		F	E		E			
Approach Vol, veh/h		101			1036			46			0	
Approach Delay, s/veh		32.3			269.2			61.2			0.0	
Approach LOS		C			F			E				

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	11.5	48.0	11.4	0.0	4.6	54.8	0.0	11.4
Change Period (Y+Rc), s	4.0	5.8	4.0	* 4.7	4.0	5.8	4.0	4.7
Max Green Setting (Gmax), s	15.0	42.2	12.0	* 42	12.0	45.2	12.0	42.3
Max Q Clear Time (g_c+I1), s	4.9	5.4	4.8	0.0	2.2	51.0	0.0	2.8
Green Ext Time (p_c), s	0.0	0.4	0.0	0.0	0.0	0.0	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	240.9
HCM 7th LOS	F

Notes

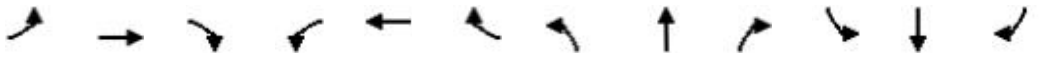
* HCM 7th computational engine requires equal clearance times for the phases crossing the barrier.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	13	80	111	34	895	14	93	1	13	0	2	0
Future Volume (veh/h)	13	80	111	34	895	14	93	1	13	0	2	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1752	1752	1752	1752	1752	1752	1752	1752	1752	1752	1752	1752
Adj Flow Rate, veh/h	14	87	121	37	973	15	101	1	14	0	2	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	10	10	10	10	10	10	10	10	10	10	10	10
Cap, veh/h	47	1787	555	105	1360	607	373	23	325	3	12	0
Arrive On Green	0.03	0.37	0.37	0.06	0.41	0.41	0.12	0.23	0.23	0.00	0.01	0.00
Sat Flow, veh/h	1668	4782	1485	1668	3328	1485	3237	100	1400	1668	1752	0
Grp Volume(v), veh/h	14	87	121	37	973	15	101	0	15	0	2	0
Grp Sat Flow(s),veh/h/ln	1668	1594	1485	1668	1664	1485	1618	0	1500	1668	1752	0
Q Serve(g_s), s	0.4	0.6	3.0	1.2	13.3	0.3	1.5	0.0	0.4	0.0	0.1	0.0
Cycle Q Clear(g_c), s	0.4	0.6	3.0	1.2	13.3	0.3	1.5	0.0	0.4	0.0	0.1	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.93	1.00		0.00
Lane Grp Cap(c), veh/h	47	1787	555	105	1360	607	373	0	348	3	12	0
V/C Ratio(X)	0.30	0.05	0.22	0.35	0.72	0.02	0.27	0.00	0.04	0.00	0.17	0.00
Avail Cap(c_a), veh/h	614	3520	1093	614	2450	1093	1191	0	1187	307	387	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	0.00
Uniform Delay (d), s/veh	25.9	10.9	11.6	24.4	13.4	9.6	22.0	0.0	16.2	0.0	26.8	0.0
Incr Delay (d2), s/veh	1.3	0.0	0.2	0.7	0.7	0.0	0.1	0.0	0.0	0.0	2.6	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	0.2	0.9	0.4	3.8	0.1	0.6	0.0	0.1	0.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	27.2	10.9	11.8	25.1	14.1	9.6	22.1	0.0	16.2	0.0	29.5	0.0
LnGrp LOS	C	B	B	C	B	A	C		B		C	
Approach Vol, veh/h		222			1025			116			2	
Approach Delay, s/veh		12.4			14.5			21.3			29.5	
Approach LOS		B			B			C			C	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	9.4	26.3	12.3	6.4	7.5	28.2	0.0	18.6
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Max Green Setting (Gmax), s	20.0	40.0	20.0	12.0	20.0	40.0	10.0	43.0
Max Q Clear Time (g_c+I1), s	3.2	5.0	3.5	2.1	2.4	15.3	0.0	2.4
Green Ext Time (p_c), s	0.0	0.9	0.1	0.0	0.0	6.9	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	14.7
HCM 7th LOS	B



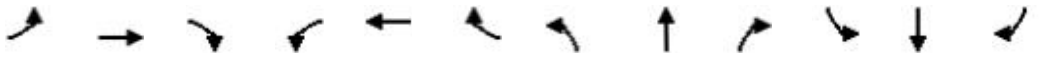
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	12	201	32	69	901	18	25	0	1	2	1	4
Future Volume (veh/h)	12	201	32	69	901	18	25	0	1	2	1	4
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1752	1752	1752	1752	1752	1752	1752	1752	1752	1752	1752	1752
Adj Flow Rate, veh/h	13	218	35	75	979	20	27	0	1	2	1	4
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	10	10	10	10	10	10	10	10	10	10	10	10
Cap, veh/h	55	1477	458	217	1350	602	105	0	105	9	4	16
Arrive On Green	0.03	0.31	0.31	0.13	0.41	0.41	0.06	0.00	0.07	0.01	0.01	0.01
Sat Flow, veh/h	1668	4782	1485	1668	3328	1485	1668	0	1485	1668	306	1225
Grp Volume(v), veh/h	13	218	35	75	979	20	27	0	1	2	0	5
Grp Sat Flow(s),veh/h/ln	1668	1594	1485	1668	1664	1485	1668	0	1485	1668	0	1531
Q Serve(g_s), s	0.4	1.6	0.8	2.0	12.3	0.4	0.8	0.0	0.0	0.1	0.0	0.2
Cycle Q Clear(g_c), s	0.4	1.6	0.8	2.0	12.3	0.4	0.8	0.0	0.0	0.1	0.0	0.2
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		0.80
Lane Grp Cap(c), veh/h	55	1477	458	217	1350	602	105	0	105	9	0	21
V/C Ratio(X)	0.24	0.15	0.08	0.35	0.73	0.03	0.26	0.00	0.01	0.22	0.00	0.24
Avail Cap(c_a), veh/h	675	2900	900	675	2018	900	1686	0	300	506	0	310
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	23.3	12.4	12.1	19.6	12.4	8.9	22.1	0.0	21.4	24.5	0.0	24.2
Incr Delay (d2), s/veh	0.8	0.0	0.1	0.4	0.8	0.0	1.8	0.0	0.0	4.4	0.0	2.2
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.5	0.3	0.7	3.3	0.1	0.3	0.0	0.0	0.0	0.0	0.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	24.1	12.4	12.2	20.0	13.1	8.9	23.9	0.0	21.4	28.9	0.0	26.4
LnGrp LOS	C	B	B	B	B	A	C		C	C		C
Approach Vol, veh/h		266			1074			28			7	
Approach Delay, s/veh		13.0			13.5			23.8			27.1	
Approach LOS		B			B			C			C	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	12.4	21.3	9.1	6.7	7.6	26.1	6.3	9.5
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Max Green Setting (Gmax), s	20.0	30.0	50.0	10.0	20.0	30.0	15.0	10.0
Max Q Clear Time (g_c+I1), s	4.0	3.6	2.8	2.2	2.4	14.3	2.1	2.0
Green Ext Time (p_c), s	0.1	1.4	0.1	0.0	0.0	5.8	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	13.7
HCM 7th LOS	B

Notes

User approved pedestrian interval to be less than phase max green.



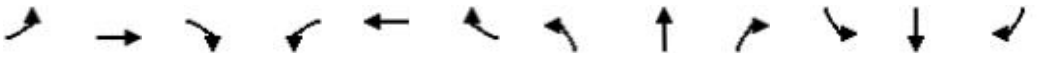
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	14	31	165	702	105	123	27	68	132	82	676	17
Future Volume (veh/h)	14	31	165	702	105	123	27	68	132	82	676	17
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1060	1238	1767	1125	1617	1263	929	873	833	620	1688	1485
Adj Flow Rate, veh/h	15	32	172	731	109	128	28	71	138	85	704	18
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	15	40	9	8	13	43	29	66	72	62	8	28
Cap, veh/h	29	86	104	935	793	619	39	346	818	101	809	317
Arrive On Green	0.03	0.07	0.07	0.45	0.49	0.49	0.04	0.21	0.21	0.09	0.25	0.25
Sat Flow, veh/h	1009	1238	1497	2079	1617	1070	884	1659	1242	1145	3207	1259
Grp Volume(v), veh/h	15	32	172	731	109	128	28	71	138	85	704	18
Grp Sat Flow(s),veh/h/ln	1009	1238	1497	1039	1617	1070	884	830	621	572	1603	1259
Q Serve(g_s), s	1.9	3.2	9.0	38.8	4.8	7.5	4.1	4.6	5.6	9.5	27.3	1.4
Cycle Q Clear(g_c), s	1.9	3.2	9.0	38.8	4.8	7.5	4.1	4.6	5.6	9.5	27.3	1.4
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	29	86	104	935	793	619	39	346	818	101	809	317
V/C Ratio(X)	0.51	0.37	1.66	0.78	0.14	0.21	0.72	0.21	0.17	0.84	0.87	0.06
Avail Cap(c_a), veh/h	70	86	104	935	793	619	75	511	941	106	1011	397
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	62.2	57.8	60.5	30.3	18.1	13.1	61.3	42.6	8.5	58.4	46.6	36.9
Incr Delay (d2), s/veh	13.2	2.7	335.4	4.6	0.1	0.2	21.8	0.3	0.1	41.8	7.0	0.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	1.1	13.0	9.8	1.7	1.7	1.1	0.9	0.7	1.9	11.4	0.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	75.5	60.5	395.9	34.9	18.2	13.3	83.1	42.9	8.6	100.2	53.5	36.9
LnGrp LOS	E	E	F	C	B	B	F	D	A	F	D	D
Approach Vol, veh/h		219			968			237			807	
Approach Delay, s/veh		325.0			30.2			27.7			58.1	
Approach LOS		F			C			C			E	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	17.4	33.1	64.5	15.0	11.7	38.8	9.8	69.7
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Max Green Setting (Gmax), s	12.0	40.0	45.0	9.0	11.0	41.0	9.0	45.0
Max Q Clear Time (g_c+I1), s	11.5	7.6	40.8	11.0	6.1	29.3	3.9	9.5
Green Ext Time (p_c), s	0.0	1.0	1.7	0.0	0.0	3.5	0.0	1.0

Intersection Summary	
HCM 7th Control Delay, s/veh	69.0
HCM 7th LOS	E

Notes

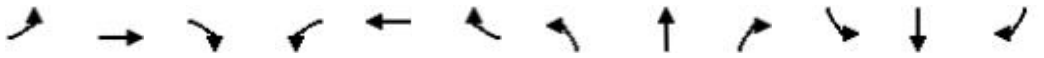
User approved pedestrian interval to be less than phase max green.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	12	1	1	5	1	18	11	190	4	0	780	157
Future Volume (veh/h)	12	1	1	5	1	18	11	190	4	0	780	157
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1752	1752	1752	1752	1752	1752	1752	1752	1752	0	1752	1752
Adj Flow Rate, veh/h	13	1	1	5	1	20	12	207	4	0	848	171
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	10	10	10	10	10	10	10	10	10	0	10	10
Cap, veh/h	34	50	50	15	4	72	32	1417	1201	0	2087	421
Arrive On Green	0.02	0.06	0.06	0.01	0.05	0.05	0.02	0.81	0.81	0.00	0.76	0.76
Sat Flow, veh/h	1668	804	804	1668	71	1424	1668	1752	1485	0	2847	556
Grp Volume(v), veh/h	13	0	2	5	0	21	12	207	4	0	511	508
Grp Sat Flow(s),veh/h/ln	1668	0	1607	1668	0	1495	1668	1752	1485	0	1664	1652
Q Serve(g_s), s	0.9	0.0	0.1	0.4	0.0	1.6	0.9	3.1	0.1	0.0	13.0	13.0
Cycle Q Clear(g_c), s	0.9	0.0	0.1	0.4	0.0	1.6	0.9	3.1	0.1	0.0	13.0	13.0
Prop In Lane	1.00		0.50	1.00		0.95	1.00		1.00	0.00		0.34
Lane Grp Cap(c), veh/h	34	0	100	15	0	76	32	1417	1201	0	1259	1249
V/C Ratio(X)	0.38	0.00	0.02	0.33	0.00	0.28	0.37	0.15	0.00	0.00	0.41	0.41
Avail Cap(c_a), veh/h	139	0	643	139	0	598	139	1417	1201	0	1259	1249
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00
Uniform Delay (d), s/veh	58.0	0.0	52.8	59.1	0.0	54.9	58.1	2.5	2.2	0.0	5.1	5.1
Incr Delay (d2), s/veh	6.8	0.0	0.1	12.6	0.0	2.0	7.1	0.2	0.0	0.0	1.0	1.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.5	0.0	0.1	0.2	0.0	0.7	0.4	0.7	0.0	0.0	3.7	3.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	64.8	0.0	52.9	71.7	0.0	56.8	65.2	2.7	2.2	0.0	6.1	6.1
LnGrp LOS	E		D	E		E	E	A	A		A	A
Approach Vol, veh/h		15			26			223			1019	
Approach Delay, s/veh		63.2			59.7			6.1			6.1	
Approach LOS		E			E			A			A	

Timer - Assigned Phs	1	2	3	4		6	7	8				
Phs Duration (G+Y+Rc), s	6.3	96.6	5.1	12.1		102.9	6.5	10.7				
Change Period (Y+Rc), s	4.0	5.8	4.0	4.6		5.8	4.0	4.6				
Max Green Setting (Gmax), s	10.0	33.6	10.0	48.0		47.6	10.0	48.0				
Max Q Clear Time (g_c+I1), s	2.9	15.0	2.4	2.1		5.1	2.9	3.6				
Green Ext Time (p_c), s	0.0	6.0	0.0	0.0		1.1	0.0	0.1				

Intersection Summary	
HCM 7th Control Delay, s/veh	7.9
HCM 7th LOS	A



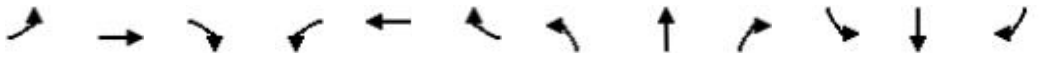
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	2	47	6	7	18	0	133	2	22	2	0	3
Future Volume (veh/h)	2	47	6	7	18	0	133	2	22	2	0	3
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1559	1767	1263	1248	1900	1500	1159	1559	1900	1900	1900
Adj Flow Rate, veh/h	3	71	9	11	27	0	202	3	33	3	0	5
Peak Hour Factor	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66
Percent Heavy Veh, %	0	23	9	43	44	0	27	50	23	0	0	0
Cap, veh/h	7	577	292	17	487	331	252	597	358	7	357	159
Arrive On Green	0.00	0.19	0.19	0.01	0.21	0.00	0.18	0.27	0.27	0.00	0.00	0.10
Sat Flow, veh/h	1810	2962	1497	1203	2371	1610	1428	2202	1321	1810	3610	1610
Grp Volume(v), veh/h	3	71	9	11	27	0	202	3	33	3	0	5
Grp Sat Flow(s),veh/h/ln	1810	1481	1497	1203	1186	1610	1428	1101	1321	1810	1805	1610
Q Serve(g_s), s	0.1	0.7	0.2	0.3	0.3	0.0	4.9	0.0	0.7	0.1	0.0	0.1
Cycle Q Clear(g_c), s	0.1	0.7	0.2	0.3	0.3	0.0	4.9	0.0	0.7	0.1	0.0	0.1
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	7	577	292	17	487	331	252	597	358	7	357	159
V/C Ratio(X)	0.40	0.12	0.03	0.63	0.06	0.00	0.80	0.01	0.09	0.40	0.00	0.03
Avail Cap(c_a), veh/h	1008	3300	1668	670	2648	1798	796	2453	1472	1008	4021	1794
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	17.8	11.9	11.7	17.6	11.5	0.0	14.2	9.5	9.8	17.8	0.0	14.6
Incr Delay (d2), s/veh	31.7	0.1	0.0	32.2	0.0	0.0	5.8	0.0	0.1	31.7	0.0	0.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.2	0.0	0.2	0.1	0.0	1.5	0.0	0.1	0.1	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	49.6	12.0	11.7	49.8	11.5	0.0	20.0	9.6	9.9	49.6	0.0	14.7
LnGrp LOS	D	B	B	D	B		C	A	A	D		B
Approach Vol, veh/h		83			38			238			8	
Approach Delay, s/veh		13.3			22.6			18.5			27.8	
Approach LOS		B			C			B			C	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	4.5	11.7	4.1	15.5	4.1	12.1	10.3	9.4
Change Period (Y+Rc), s	4.0	4.7	4.0	5.8	4.0	4.7	4.0	5.8
Max Green Setting (Gmax), s	20.0	40.0	20.0	40.0	20.0	40.1	20.0	40.0
Max Q Clear Time (g_c+I1), s	2.3	2.7	2.1	2.7	2.1	2.3	6.9	2.1
Green Ext Time (p_c), s	0.0	0.4	0.0	0.1	0.0	0.1	0.4	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	18.0
HCM 7th LOS	B

Notes

User approved pedestrian interval to be less than phase max green.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	2	2	5	21	1	168	3	569	11	99	235	2
Future Volume (veh/h)	2	2	5	21	1	168	3	569	11	99	235	2
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1900	1900	1292	1411	1366	1530	1085	1500	1678	1648	1900
Adj Flow Rate, veh/h	2	2	5	23	1	185	3	625	12	109	258	2
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	0	0	0	41	33	36	25	55	27	15	17	0
Cap, veh/h	5	166	140	27	151	323	6	1413	871	160	1208	1180
Arrive On Green	0.00	0.09	0.09	0.02	0.11	0.11	0.00	0.69	0.69	0.05	0.73	0.73
Sat Flow, veh/h	1810	1900	1610	1231	1411	2038	1457	2061	1270	3100	1648	1610
Grp Volume(v), veh/h	2	2	5	23	1	185	3	625	12	109	258	2
Grp Sat Flow(s),veh/h/ln	1810	1900	1610	1231	1411	1019	1457	1031	1270	1550	1648	1610
Q Serve(g_s), s	0.1	0.1	0.3	2.2	0.1	10.1	0.2	16.4	0.4	4.1	5.9	0.0
Cycle Q Clear(g_c), s	0.1	0.1	0.3	2.2	0.1	10.1	0.2	16.4	0.4	4.1	5.9	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	5	166	140	27	151	323	6	1413	871	160	1208	1180
V/C Ratio(X)	0.41	0.01	0.04	0.84	0.01	0.57	0.52	0.44	0.01	0.68	0.21	0.00
Avail Cap(c_a), veh/h	151	507	429	185	470	785	61	1413	871	465	1208	1180
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	0.95	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	59.7	50.1	50.2	58.4	47.9	46.7	59.6	8.5	6.0	55.9	5.1	4.3
Incr Delay (d2), s/veh	47.4	0.0	0.1	43.5	0.0	1.5	57.5	1.0	0.0	5.0	0.4	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.1	0.1	1.0	0.0	2.6	0.2	3.3	0.1	1.7	1.8	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	107.1	50.1	50.3	101.9	47.9	48.3	117.1	9.5	6.0	61.0	5.5	4.3
LnGrp LOS	F	D	D	F	D	D	F	A	A	E	A	A
Approach Vol, veh/h		9			209			640			369	
Approach Delay, s/veh		62.9			54.2			10.0			21.9	
Approach LOS		E			D			A			C	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	4.5	93.8	6.7	15.1	10.2	88.1	4.3	17.4
Change Period (Y+Rc), s	4.0	5.8	4.0	4.6	4.0	5.8	4.0	4.6
Max Green Setting (Gmax), s	5.0	46.6	18.0	32.0	18.0	33.6	10.0	40.0
Max Q Clear Time (g_c+I1), s	2.2	7.9	4.2	2.3	6.1	18.4	2.1	12.1
Green Ext Time (p_c), s	0.0	1.4	0.0	0.0	0.2	3.6	0.0	0.7

Intersection Summary	
HCM 7th Control Delay, s/veh	21.5
HCM 7th LOS	C

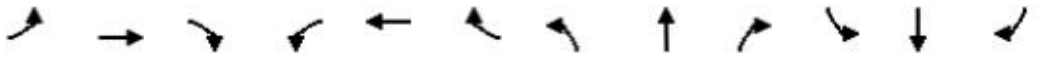
Notes

User approved pedestrian interval to be less than phase max green.

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (veh/h)	81	31	2	137	53	5
Future Volume (veh/h)	81	31	2	137	53	5
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1722	1070	1900	1485	966	1737
Adj Flow Rate, veh/h	108	41	3	183	71	7
Peak Hour Factor	0.75	0.75	0.75	0.75	0.75	0.75
Percent Heavy Veh, %	12	56	0	28	63	11
Cap, veh/h	367	102	221	316	678	1085
Arrive On Green	0.11	0.11	0.11	0.11	0.74	0.74
Sat Flow, veh/h	3358	907	1258	2896	920	1472
Grp Volume(v), veh/h	108	41	3	183	71	7
Grp Sat Flow(s),veh/h/ln	1636	907	1258	1411	920	1472
Q Serve(g_s), s	1.8	2.6	0.1	3.8	1.3	0.1
Cycle Q Clear(g_c), s	1.8	2.6	2.0	3.8	1.3	0.1
Prop In Lane		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h	367	102	221	316	678	1085
V/C Ratio(X)	0.29	0.40	0.01	0.58	0.10	0.01
Avail Cap(c_a), veh/h	1631	452	707	1406	678	1085
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.92	0.92	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	24.9	25.2	25.8	25.7	2.3	2.1
Incr Delay (d2), s/veh	0.4	2.4	0.0	1.7	0.3	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.7	0.6	0.0	1.2	0.2	0.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	25.3	27.6	25.8	27.4	2.6	2.1
LnGrp LOS	C	C	C	C	A	A
Approach Vol, veh/h	149			186	78	
Approach Delay, s/veh	25.9			27.4	2.6	
Approach LOS	C			C	A	

Timer - Assigned Phs	2	4	8
Phs Duration (G+Y+Rc), s	49.6	11.4	11.4
Change Period (Y+Rc), s	4.6	4.6	4.6
Max Green Setting (Gmax), s	21.4	30.4	30.4
Max Q Clear Time (g_c+I1), s	3.3	4.6	5.8
Green Ext Time (p_c), s	0.2	0.7	1.1

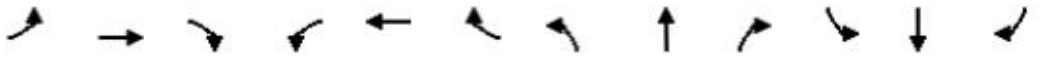
Intersection Summary	
HCM 7th Control Delay, s/veh	22.2
HCM 7th LOS	C



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	1	12	20	1	28	1	28	19	2	1	41	2
Future Volume (veh/h)	1	12	20	1	28	1	28	19	2	1	41	2
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1159	966	1337	418	1011	1900	1381	1663	1530	1900	1470	1085
Adj Flow Rate, veh/h	1	17	28	1	39	1	39	27	3	1	58	3
Peak Hour Factor	0.71	0.71	0.71	0.71	0.71	0.71	0.71	0.71	0.71	0.71	0.71	0.71
Percent Heavy Veh, %	50	63	38	100	60	0	35	16	25	0	29	55
Cap, veh/h	3	65	107	1	193	5	59	890	365	5	665	219
Arrive On Green	0.00	0.20	0.20	0.00	0.20	0.20	0.04	0.28	0.28	0.00	0.24	0.24
Sat Flow, veh/h	1104	328	541	398	981	25	1316	3159	1296	1810	2793	919
Grp Volume(v), veh/h	1	0	45	1	0	40	39	27	3	1	58	3
Grp Sat Flow(s),veh/h/ln	1104	0	869	398	0	1006	1316	1580	1296	1810	1397	919
Q Serve(g_s), s	0.0	0.0	1.6	0.1	0.0	1.2	1.0	0.2	0.1	0.0	0.6	0.1
Cycle Q Clear(g_c), s	0.0	0.0	1.6	0.1	0.0	1.2	1.0	0.2	0.1	0.0	0.6	0.1
Prop In Lane	1.00		0.62	1.00		0.03	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	3	0	171	1	0	198	59	890	365	5	665	219
V/C Ratio(X)	0.32	0.00	0.26	0.89	0.00	0.20	0.66	0.03	0.01	0.20	0.09	0.01
Avail Cap(c_a), veh/h	280	0	989	101	0	1145	556	2955	1212	459	2140	704
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	17.7	0.0	12.1	17.7	0.0	11.9	16.7	9.2	9.2	17.7	10.5	10.3
Incr Delay (d2), s/veh	50.8	0.0	0.8	349.4	0.0	0.5	11.8	0.0	0.0	17.7	0.1	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.0	0.3	0.1	0.0	0.2	0.4	0.0	0.0	0.0	0.1	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	68.5	0.0	12.9	367.1	0.0	12.4	28.5	9.3	9.2	35.4	10.6	10.4
LnGrp LOS	E		B	F		B	C	A	A	D	B	B
Approach Vol, veh/h		46			41			69			62	
Approach Delay, s/veh		14.1			21.1			20.1			11.0	
Approach LOS		B			C			C			B	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	4.0	11.6	4.0	15.8	4.0	11.6	5.6	14.3
Change Period (Y+Rc), s	4.0	4.6	4.0	5.8	4.0	4.6	4.0	5.8
Max Green Setting (Gmax), s	9.0	40.4	9.0	33.2	9.0	40.4	15.0	27.2
Max Q Clear Time (g_c+I1), s	2.1	3.6	2.0	2.2	2.0	3.2	3.0	2.6
Green Ext Time (p_c), s	0.0	0.2	0.0	0.1	0.0	0.2	0.0	0.2

Intersection Summary	
HCM 7th Control Delay, s/veh	16.4
HCM 7th LOS	B



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	11	299	34	16	77	6	68	32	63	37	9	16
Future Volume (veh/h)	11	299	34	16	77	6	68	32	63	37	9	16
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	670	1040	581	1900	1841	1707	789	1337	1900	1337	1411	1411
Adj Flow Rate, veh/h	11	308	35	16	79	6	70	33	65	38	9	16
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	83	58	89	0	4	13	75	38	0	38	33	33
Cap, veh/h	15	668	316	56	1196	940	56	42	82	69	117	99
Arrive On Green	0.02	0.64	0.64	0.03	0.65	0.65	0.08	0.10	0.10	0.05	0.08	0.08
Sat Flow, veh/h	638	1040	492	1810	1841	1447	751	402	792	1273	1411	1196
Grp Volume(v), veh/h	11	308	35	16	79	6	70	0	98	38	9	16
Grp Sat Flow(s),veh/h/ln	638	1040	492	1810	1841	1447	751	0	1194	1273	1411	1196
Q Serve(g_s), s	2.1	18.1	3.3	1.0	1.9	0.2	9.0	0.0	9.6	3.5	0.7	1.5
Cycle Q Clear(g_c), s	2.1	18.1	3.3	1.0	1.9	0.2	9.0	0.0	9.6	3.5	0.7	1.5
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.66	1.00		1.00
Lane Grp Cap(c), veh/h	15	668	316	56	1196	940	56	0	124	69	117	99
V/C Ratio(X)	0.75	0.46	0.11	0.29	0.07	0.01	1.24	0.00	0.79	0.55	0.08	0.16
Avail Cap(c_a), veh/h	48	668	316	136	1196	940	56	0	338	95	400	339
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.98	0.98	0.98	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	58.3	10.9	8.3	56.8	7.7	7.4	55.5	0.0	52.5	55.4	50.8	51.1
Incr Delay (d2), s/veh	52.7	2.2	0.7	2.7	0.1	0.0	199.1	0.0	14.4	6.8	0.4	1.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.5	4.1	0.4	0.5	0.7	0.1	4.8	0.0	3.3	1.2	0.3	0.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	111.0	13.2	9.0	59.6	7.8	7.4	254.6	0.0	66.9	62.2	51.2	52.2
LnGrp LOS	F	B	A	E	A	A	F		E	E	D	D
Approach Vol, veh/h		354			101			168			63	
Approach Delay, s/veh		15.8			16.0			145.1			58.1	
Approach LOS		B			B			F			E	

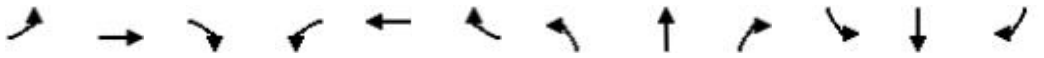
Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	7.7	83.5	10.5	18.3	6.8	84.5	13.0	15.8
Change Period (Y+Rc), s	4.0	* 6.5	4.0	5.8	4.0	6.5	4.0	5.8
Max Green Setting (Gmax), s	9.0	* 48	9.0	34.0	9.0	47.7	9.0	34.0
Max Q Clear Time (g_c+I1), s	3.0	20.1	5.5	11.6	4.1	3.9	11.0	3.5
Green Ext Time (p_c), s	0.0	2.8	0.0	0.6	0.0	0.6	0.0	0.1

Intersection Summary	
HCM 7th Control Delay, s/veh	51.4
HCM 7th LOS	D

Notes

User approved pedestrian interval to be less than phase max green.

* HCM 7th computational engine requires equal clearance times for the phases crossing the barrier.



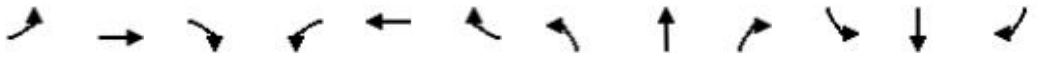
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	1	328	45	8	153	0	54	0	16	0	0	0
Future Volume (veh/h)	1	328	45	8	153	0	54	0	16	0	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1752	1752	1752	1752	1752	1752	1752	1752	1752	1752	1752	1752
Adj Flow Rate, veh/h	1	357	49	9	166	0	59	0	17	0	0	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	10	10	10	10	10	10	10	10	10	10	10	10
Cap, veh/h	3	1410	1195	36	1444	0	113	0	93	1	1	0
Arrive On Green	0.00	0.80	0.80	0.02	0.82	0.00	0.07	0.00	0.06	0.00	0.00	0.00
Sat Flow, veh/h	1668	1752	1485	1668	1752	0	1668	0	1485	1668	1752	0
Grp Volume(v), veh/h	1	357	49	9	166	0	59	0	17	0	0	0
Grp Sat Flow(s),veh/h/ln	1668	1752	1485	1668	1752	0	1668	0	1485	1668	1752	0
Q Serve(g_s), s	0.1	6.5	0.9	0.7	2.4	0.0	4.4	0.0	1.4	0.0	0.0	0.0
Cycle Q Clear(g_c), s	0.1	6.5	0.9	0.7	2.4	0.0	4.4	0.0	1.4	0.0	0.0	0.0
Prop In Lane	1.00		1.00	1.00		0.00	1.00		1.00	1.00		0.00
Lane Grp Cap(c), veh/h	3	1410	1195	36	1444	0	113	0	93	1	1	0
V/C Ratio(X)	0.37	0.25	0.04	0.25	0.11	0.00	0.52	0.00	0.18	0.00	0.00	0.00
Avail Cap(c_a), veh/h	167	1410	1195	167	1444	0	167	0	460	167	544	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	0.98	0.98	0.00	1.00	0.00	1.00	0.00	0.00	0.00
Uniform Delay (d), s/veh	64.8	3.1	2.6	62.6	2.2	0.0	58.6	0.0	57.8	0.0	0.0	0.0
Incr Delay (d2), s/veh	27.8	0.4	0.1	1.3	0.2	0.0	3.7	0.0	0.4	0.0	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	1.7	0.2	0.3	0.6	0.0	2.0	0.0	0.5	0.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	92.7	3.5	2.6	63.9	2.4	0.0	62.2	0.0	58.2	0.0	0.0	0.0
LnGrp LOS	F	A	A	E	A		E		E			
Approach Vol, veh/h		407			175			76			0	
Approach Delay, s/veh		3.7			5.5			61.3			0.0	
Approach LOS		A			A			E				

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	6.8	110.4	12.8	0.0	4.2	113.0	0.0	12.8
Change Period (Y+Rc), s	4.0	5.8	4.0	* 4.7	4.0	5.8	4.0	4.7
Max Green Setting (Gmax), s	13.0	45.2	13.0	* 40	13.0	45.2	13.0	40.3
Max Q Clear Time (g_c+I1), s	2.7	8.5	6.4	0.0	2.1	4.4	0.0	3.4
Green Ext Time (p_c), s	0.0	2.2	0.0	0.0	0.0	0.9	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	10.8
HCM 7th LOS	B

Notes

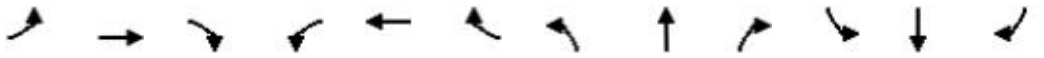
* HCM 7th computational engine requires equal clearance times for the phases crossing the barrier.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	7	357	8	10	194	3	38	0	9	8	0	8
Future Volume (veh/h)	7	357	8	10	194	3	38	0	9	8	0	8
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1752	1752	1752	1752	1752	1752	1752	1752	1752	1752	1752	1752
Adj Flow Rate, veh/h	8	388	9	11	211	3	41	0	10	9	0	9
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	10	10	10	10	10	10	10	10	10	10	10	10
Cap, veh/h	28	1386	430	38	984	439	236	0	122	32	0	42
Arrive On Green	0.02	0.29	0.29	0.02	0.30	0.30	0.07	0.00	0.08	0.02	0.00	0.03
Sat Flow, veh/h	1668	4782	1485	1668	3328	1485	3237	0	1485	1668	0	1485
Grp Volume(v), veh/h	8	388	9	11	211	3	41	0	10	9	0	9
Grp Sat Flow(s),veh/h/ln	1668	1594	1485	1668	1664	1485	1618	0	1485	1668	0	1485
Q Serve(g_s), s	0.2	2.6	0.2	0.3	2.0	0.1	0.5	0.0	0.3	0.2	0.0	0.2
Cycle Q Clear(g_c), s	0.2	2.6	0.2	0.3	2.0	0.1	0.5	0.0	0.3	0.2	0.0	0.2
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	28	1386	430	38	984	439	236	0	122	32	0	42
V/C Ratio(X)	0.28	0.28	0.02	0.29	0.21	0.01	0.17	0.00	0.08	0.28	0.00	0.21
Avail Cap(c_a), veh/h	815	4670	1450	815	3250	1450	1580	0	1558	407	0	435
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	19.9	11.2	10.4	19.7	10.8	10.2	17.8	0.0	17.4	19.8	0.0	19.4
Incr Delay (d2), s/veh	2.0	0.1	0.0	1.5	0.1	0.0	0.1	0.0	0.1	1.8	0.0	0.9
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.6	0.1	0.1	0.5	0.0	0.2	0.0	0.1	0.1	0.0	0.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	21.9	11.4	10.4	21.2	11.0	10.2	18.0	0.0	17.5	21.6	0.0	20.4
LnGrp LOS	C	B	B	C	B	B	B		B	C		C
Approach Vol, veh/h		405			225			51			18	
Approach Delay, s/veh		11.5			11.4			17.9			21.0	
Approach LOS		B			B			B			C	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	6.9	17.9	9.0	7.2	6.7	18.1	6.8	9.4
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Max Green Setting (Gmax), s	20.0	40.0	20.0	12.0	20.0	40.0	10.0	43.0
Max Q Clear Time (g_c+I1), s	2.3	4.6	2.5	2.2	2.2	4.0	2.2	2.3
Green Ext Time (p_c), s	0.0	2.6	0.0	0.0	0.0	1.3	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	12.2
HCM 7th LOS	B



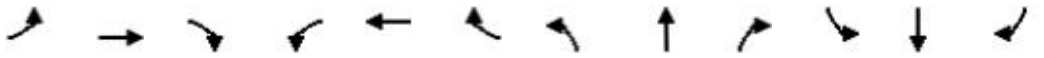
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	7	354	19	2	237	1	36	0	11	7	0	11
Future Volume (veh/h)	7	354	19	2	237	1	36	0	11	7	0	11
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1752	1752	1752	1752	1752	1752	1752	1752	1752	1752	1752	1752
Adj Flow Rate, veh/h	8	385	21	2	258	1	39	0	12	8	0	12
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	10	10	10	10	10	10	10	10	10	10	10	10
Cap, veh/h	35	1398	434	9	921	411	146	0	144	35	0	46
Arrive On Green	0.02	0.29	0.29	0.01	0.28	0.28	0.09	0.00	0.10	0.02	0.00	0.03
Sat Flow, veh/h	1668	4782	1485	1668	3328	1485	1668	0	1485	1668	0	1485
Grp Volume(v), veh/h	8	385	21	2	258	1	39	0	12	8	0	12
Grp Sat Flow(s),veh/h/ln	1668	1594	1485	1668	1664	1485	1668	0	1485	1668	0	1485
Q Serve(g_s), s	0.2	2.5	0.4	0.0	2.5	0.0	0.9	0.0	0.3	0.2	0.0	0.3
Cycle Q Clear(g_c), s	0.2	2.5	0.4	0.0	2.5	0.0	0.9	0.0	0.3	0.2	0.0	0.3
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	35	1398	434	9	921	411	146	0	144	35	0	46
V/C Ratio(X)	0.23	0.28	0.05	0.22	0.28	0.00	0.27	0.00	0.08	0.23	0.00	0.26
Avail Cap(c_a), veh/h	811	3489	1083	811	2428	1083	2028	0	361	608	0	361
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	19.8	11.2	10.4	20.4	11.7	10.8	17.5	0.0	16.9	19.8	0.0	19.5
Incr Delay (d2), s/veh	1.2	0.1	0.0	4.3	0.2	0.0	1.4	0.0	0.1	1.2	0.0	1.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.6	0.1	0.0	0.7	0.0	0.4	0.0	0.1	0.1	0.0	0.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	21.0	11.3	10.5	24.7	11.8	10.8	18.9	0.0	17.0	21.0	0.0	20.6
LnGrp LOS	C	B	B	C	B	B	B		B	C		C
Approach Vol, veh/h		414			261			51			20	
Approach Delay, s/veh		11.4			11.9			18.5			20.7	
Approach LOS		B			B			B			C	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	6.2	18.0	9.6	7.3	6.9	17.4	6.9	10.0
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Max Green Setting (Gmax), s	20.0	30.0	50.0	10.0	20.0	30.0	15.0	10.0
Max Q Clear Time (g_c+I1), s	2.0	4.5	2.9	2.3	2.2	4.5	2.2	2.3
Green Ext Time (p_c), s	0.0	2.4	0.2	0.0	0.0	1.5	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	12.3
HCM 7th LOS	B

Notes

User approved pedestrian interval to be less than phase max green.



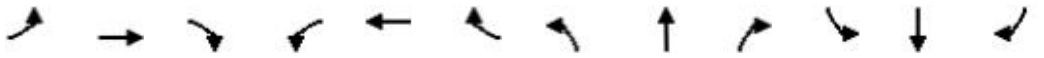
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	40	28	60	131	28	125	28	337	268	84	169	14
Future Volume (veh/h)	40	28	60	131	28	125	28	337	268	84	169	14
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1060	1238	1767	1125	1617	1263	929	873	833	620	1688	1485
Adj Flow Rate, veh/h	42	29	62	136	29	130	29	351	279	88	176	15
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	15	40	9	8	13	43	29	66	72	62	8	28
Cap, veh/h	55	125	151	167	206	231	40	905	778	101	1888	741
Arrive On Green	0.05	0.10	0.10	0.08	0.13	0.13	0.04	0.55	0.55	0.09	0.59	0.59
Sat Flow, veh/h	1009	1238	1497	2079	1617	1070	884	1659	1242	1145	3207	1259
Grp Volume(v), veh/h	42	29	62	136	29	130	29	351	279	88	176	15
Grp Sat Flow(s),veh/h/ln	1009	1238	1497	1039	1617	1070	884	830	621	572	1603	1259
Q Serve(g_s), s	5.3	2.8	5.0	8.4	2.1	14.1	4.2	15.9	14.1	9.9	3.1	0.6
Cycle Q Clear(g_c), s	5.3	2.8	5.0	8.4	2.1	14.1	4.2	15.9	14.1	9.9	3.1	0.6
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	55	125	151	167	206	231	40	905	778	101	1888	741
V/C Ratio(X)	0.77	0.23	0.41	0.81	0.14	0.56	0.73	0.39	0.36	0.87	0.09	0.02
Avail Cap(c_a), veh/h	75	368	445	225	535	449	61	905	778	106	1888	741
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	60.7	53.8	54.8	58.8	50.4	45.5	61.3	17.0	11.7	58.5	11.6	11.1
Incr Delay (d2), s/veh	26.9	0.9	1.8	17.4	0.3	2.1	22.3	1.3	1.3	47.9	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.8	0.9	1.9	2.6	0.8	3.8	1.2	3.0	1.9	2.1	1.1	0.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	87.6	54.7	56.6	76.2	50.7	47.6	83.6	18.3	13.0	106.4	11.6	11.1
LnGrp LOS	F	D	E	E	D	D	F	B	B	F	B	B
Approach Vol, veh/h		133			295			659			279	
Approach Delay, s/veh		66.0			61.1			18.9			41.5	
Approach LOS		E			E			B			D	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	17.5	76.9	16.5	19.1	11.8	82.6	13.0	22.6
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Max Green Setting (Gmax), s	12.0	41.3	14.1	38.6	9.0	40.0	9.7	43.0
Max Q Clear Time (g_c+I1), s	11.9	17.9	10.4	7.0	6.2	5.1	7.3	16.1
Green Ext Time (p_c), s	0.0	3.5	0.2	0.3	0.0	1.1	0.0	0.5

Intersection Summary	
HCM 7th Control Delay, s/veh	37.2
HCM 7th LOS	D

Notes

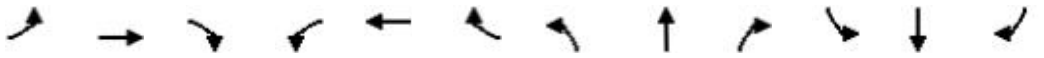
User approved pedestrian interval to be less than phase max green.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	62	0	23	5	0	27	2	494	6	0	243	18
Future Volume (veh/h)	62	0	23	5	0	27	2	494	6	0	243	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1752	1752	1752	1752	1752	1752	1752	1752	1752	0	1752	1752
Adj Flow Rate, veh/h	67	0	25	5	0	29	2	537	7	0	264	20
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	10	10	10	10	10	10	10	10	10	0	10	10
Cap, veh/h	87	0	170	15	0	106	6	1325	1123	0	2256	170
Arrive On Green	0.05	0.00	0.11	0.01	0.00	0.07	0.00	0.76	0.76	0.00	0.72	0.72
Sat Flow, veh/h	1668	0	1485	1668	0	1485	1668	1752	1485	0	3225	236
Grp Volume(v), veh/h	67	0	25	5	0	29	2	537	7	0	139	145
Grp Sat Flow(s),veh/h/ln	1668	0	1485	1668	0	1485	1668	1752	1485	0	1664	1709
Q Serve(g_s), s	4.8	0.0	1.8	0.4	0.0	2.2	0.1	12.9	0.1	0.0	3.1	3.1
Cycle Q Clear(g_c), s	4.8	0.0	1.8	0.4	0.0	2.2	0.1	12.9	0.1	0.0	3.1	3.1
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	0.00		0.14
Lane Grp Cap(c), veh/h	87	0	170	15	0	106	6	1325	1123	0	1197	1229
V/C Ratio(X)	0.77	0.00	0.15	0.33	0.00	0.27	0.32	0.41	0.01	0.00	0.12	0.12
Avail Cap(c_a), veh/h	139	0	594	139	0	594	139	1325	1123	0	1197	1229
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00
Uniform Delay (d), s/veh	56.2	0.0	47.8	59.1	0.0	52.7	59.6	5.1	3.6	0.0	5.2	5.2
Incr Delay (d2), s/veh	13.3	0.0	0.4	12.6	0.0	1.4	26.7	0.9	0.0	0.0	0.2	0.2
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.3	0.0	0.7	0.2	0.0	0.9	0.1	3.9	0.0	0.0	1.0	1.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	69.5	0.0	48.2	71.7	0.0	54.1	86.3	6.1	3.6	0.0	5.4	5.4
LnGrp LOS	E		D	E		D	F	A	A		A	A
Approach Vol, veh/h		92			34			546			284	
Approach Delay, s/veh		63.7			56.7			6.3			5.4	
Approach LOS		E			E			A			A	

Timer - Assigned Phs	1	2	3	4	6	7	8
Phs Duration (G+Y+Rc), s	4.5	92.1	5.1	18.4	96.5	10.2	13.2
Change Period (Y+Rc), s	4.0	5.8	4.0	4.6	5.8	4.0	4.6
Max Green Setting (Gmax), s	10.0	33.6	10.0	48.0	47.6	10.0	48.0
Max Q Clear Time (g_c+I1), s	2.1	5.1	2.4	3.8	14.9	6.8	4.2
Green Ext Time (p_c), s	0.0	1.5	0.0	0.1	3.4	0.0	0.1

Intersection Summary	
HCM 7th Control Delay, s/veh	13.4
HCM 7th LOS	B



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	3	50	33	11	137	1	1	2	18	0	0	1
Future Volume (veh/h)	3	50	33	11	137	1	1	2	18	0	0	1
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1559	1767	1263	1248	1900	1500	1159	1559	1900	1900	1900
Adj Flow Rate, veh/h	5	76	50	17	208	2	2	3	27	0	0	2
Peak Hour Factor	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66
Percent Heavy Veh, %	0	23	9	43	44	0	27	50	23	0	0	0
Cap, veh/h	12	729	368	27	620	421	5	489	293	6	284	126
Arrive On Green	0.01	0.25	0.25	0.02	0.26	0.26	0.00	0.22	0.22	0.00	0.00	0.08
Sat Flow, veh/h	1810	2962	1497	1203	2371	1610	1428	2202	1321	1810	3610	1610
Grp Volume(v), veh/h	5	76	50	17	208	2	2	3	27	0	0	2
Grp Sat Flow(s),veh/h/ln	1810	1481	1497	1203	1186	1610	1428	1101	1321	1810	1805	1610
Q Serve(g_s), s	0.1	0.6	0.7	0.4	2.0	0.0	0.0	0.0	0.5	0.0	0.0	0.0
Cycle Q Clear(g_c), s	0.1	0.6	0.7	0.4	2.0	0.0	0.0	0.0	0.5	0.0	0.0	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	12	729	368	27	620	421	5	489	293	6	284	126
V/C Ratio(X)	0.41	0.10	0.14	0.64	0.34	0.00	0.40	0.01	0.09	0.00	0.00	0.02
Avail Cap(c_a), veh/h	1272	4166	2106	846	3343	2270	1005	3097	1858	1272	5077	2265
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00
Uniform Delay (d), s/veh	14.1	8.3	8.4	13.8	8.5	7.8	14.2	8.6	8.8	0.0	0.0	12.1
Incr Delay (d2), s/veh	20.1	0.1	0.2	22.8	0.3	0.0	44.1	0.0	0.1	0.0	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.1	0.1	0.2	0.3	0.0	0.1	0.0	0.1	0.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	34.1	8.4	8.5	36.6	8.8	7.8	58.2	8.6	8.9	0.0	0.0	12.1
LnGrp LOS	C	A	A	D	A	A	E	A	A			B
Approach Vol, veh/h		131			227			32			2	
Approach Delay, s/veh		9.4			10.9			12.0			12.1	
Approach LOS		A			B			B			B	

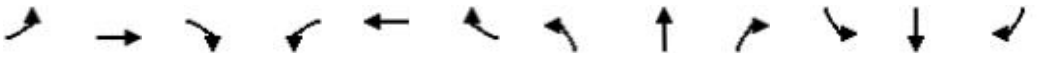
Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	4.6	11.7	0.0	12.1	4.2	12.1	4.1	8.0
Change Period (Y+Rc), s	4.0	4.7	4.0	5.8	4.0	4.7	4.0	5.8
Max Green Setting (Gmax), s	20.0	40.0	20.0	40.0	20.0	40.1	20.0	40.0
Max Q Clear Time (g_c+I1), s	2.4	2.7	0.0	2.5	2.1	4.0	2.0	2.0
Green Ext Time (p_c), s	0.0	0.6	0.0	0.1	0.0	1.4	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	10.5
HCM 7th LOS	B

Notes

User approved pedestrian interval to be less than phase max green.

B. Road Closure Detour Conditions Synchro Output Sheets



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	7	0	1	11	350	0	10	0	1108	10	0
Future Volume (veh/h)	0	7	0	1	11	350	0	10	0	1108	10	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1900	1648	1026	1900	1085	1604	1189	1411	1796	1159	1900
Adj Flow Rate, veh/h	0	7	0	1	11	365	0	10	0	1154	10	0
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	0	0	17	59	0	55	20	48	33	7	50	0
Cap, veh/h	3	216	159	2	342	976	2	367	194	1405	754	1048
Arrive On Green	0.00	0.11	0.00	0.00	0.18	0.18	0.00	0.16	0.00	0.42	0.65	0.00
Sat Flow, veh/h	1810	1900	1397	977	1900	1618	1527	2258	1196	3319	1159	1610
Grp Volume(v), veh/h	0	7	0	1	11	365	0	10	0	1154	10	0
Grp Sat Flow(s),veh/h/ln	1810	1900	1397	977	1900	809	1527	1129	1196	1659	1159	1610
Q Serve(g_s), s	0.0	0.2	0.0	0.1	0.3	7.1	0.0	0.2	0.0	18.9	0.2	0.0
Cycle Q Clear(g_c), s	0.0	0.2	0.0	0.1	0.3	7.1	0.0	0.2	0.0	18.9	0.2	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	3	216	159	2	342	976	2	367	194	1405	754	1048
V/C Ratio(X)	0.00	0.03	0.00	0.63	0.03	0.37	0.00	0.03	0.00	0.82	0.01	0.00
Avail Cap(c_a), veh/h	147	414	304	79	414	1038	124	374	198	3398	1285	1785
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.00	1.00	0.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	0.0	24.3	0.0	30.7	20.8	6.2	0.0	21.7	0.0	15.7	3.8	0.0
Incr Delay (d2), s/veh	0.0	0.1	0.0	193.1	0.0	0.2	0.0	0.0	0.0	1.3	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.1	0.0	0.1	0.1	0.9	0.0	0.1	0.0	5.8	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	0.0	24.3	0.0	223.8	20.8	6.5	0.0	21.7	0.0	16.9	3.8	0.0
LnGrp LOS		C		F	C	A		C		B	A	
Approach Vol, veh/h		7			377			10			1164	
Approach Delay, s/veh		24.3			7.5			21.7			16.8	
Approach LOS		C			A			C			B	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	0.0	45.9	4.1	11.6	30.1	15.8	0.0	15.7
Change Period (Y+Rc), s	4.0	5.8	4.0	4.6	4.0	5.8	4.0	4.6
Max Green Setting (Gmax), s	5.0	68.2	5.0	13.4	63.0	10.2	5.0	13.4
Max Q Clear Time (g_c+I1), s	0.0	2.2	2.1	2.2	20.9	2.2	0.0	9.1
Green Ext Time (p_c), s	0.0	0.0	0.0	0.0	5.1	0.0	0.0	0.7

Intersection Summary	
HCM 7th Control Delay, s/veh	14.6
HCM 7th LOS	B

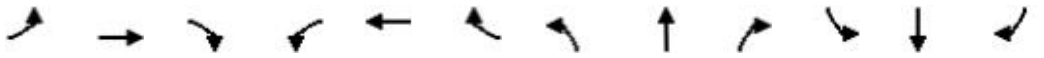
Notes

User approved pedestrian interval to be less than phase max green.

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (veh/h)	615	500	16	80	282	13
Future Volume (veh/h)	615	500	16	80	282	13
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1544	1796	789	1366	1085	1900
Adj Flow Rate, veh/h	641	521	17	83	294	14
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	24	7	75	36	55	0
Cap, veh/h	1208	627	168	1069	452	704
Arrive On Green	0.41	0.41	0.41	0.41	0.44	0.44
Sat Flow, veh/h	3011	1522	204	2665	1033	1610
Grp Volume(v), veh/h	641	521	17	83	294	14
Grp Sat Flow(s),veh/h/ln	1467	1522	204	1298	1033	1610
Q Serve(g_s), s	10.0	18.7	4.2	1.2	13.6	0.3
Cycle Q Clear(g_c), s	10.0	18.7	14.2	1.2	13.6	0.3
Prop In Lane		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h	1208	627	168	1069	452	704
V/C Ratio(X)	0.53	0.83	0.10	0.08	0.65	0.02
Avail Cap(c_a), veh/h	1462	759	186	1294	452	704
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.66	0.66	0.99	0.99	1.00	1.00
Uniform Delay (d), s/veh	13.5	16.0	18.9	10.9	13.5	9.7
Incr Delay (d2), s/veh	0.2	4.5	0.3	0.0	7.1	0.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.9	6.2	0.2	0.3	3.5	0.1
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	13.7	20.5	19.1	10.9	20.6	9.8
LnGrp LOS	B	C	B	B	C	A
Approach Vol, veh/h	1162			100	308	
Approach Delay, s/veh	16.8			12.3	20.1	
Approach LOS	B			B	C	

Timer - Assigned Phs	2	4	8
Phs Duration (G+Y+Rc), s	31.3	29.7	29.7
Change Period (Y+Rc), s	4.6	4.6	4.6
Max Green Setting (Gmax), s	21.4	30.4	30.4
Max Q Clear Time (g_c+I1), s	15.6	20.7	16.2
Green Ext Time (p_c), s	0.5	4.4	0.7

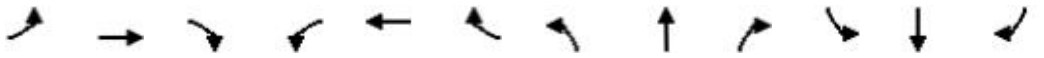
Intersection Summary	
HCM 7th Control Delay, s/veh	17.2
HCM 7th LOS	B



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	95	409	6	44	15	264	146	9	14	539	2
Future Volume (veh/h)	0	95	409	6	44	15	264	146	9	14	539	2
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1470	1796	418	1203	1900	1085	1307	1900	1900	1500	1159
Adj Flow Rate, veh/h	0	99	426	6	46	16	275	152	9	15	561	2
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	0	29	7	100	47	0	55	40	0	0	27	50
Cap, veh/h	1	98	420	3	375	130	244	1097	711	29	630	217
Arrive On Green	0.00	0.40	0.40	0.01	0.44	0.44	0.24	0.44	0.44	0.02	0.22	0.22
Sat Flow, veh/h	1810	242	1041	398	853	297	1033	2484	1610	1810	2850	982
Grp Volume(v), veh/h	0	0	525	6	0	62	275	152	9	15	561	2
Grp Sat Flow(s),veh/h/ln	1810	0	1283	398	0	1150	1033	1242	1610	1810	1425	982
Q Serve(g_s), s	0.0	0.0	56.4	1.0	0.0	4.5	33.0	5.1	0.4	1.1	26.7	0.2
Cycle Q Clear(g_c), s	0.0	0.0	56.4	1.0	0.0	4.5	33.0	5.1	0.4	1.1	26.7	0.2
Prop In Lane	1.00		0.81	1.00		0.26	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	1	0	518	3	0	506	244	1097	711	29	630	217
V/C Ratio(X)	0.00	0.00	1.01	2.03	0.00	0.12	1.13	0.14	0.01	0.52	0.89	0.01
Avail Cap(c_a), veh/h	65	0	518	14	0	506	244	1159	751	65	759	261
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	0.0	0.0	41.7	69.4	0.0	23.2	53.4	23.2	21.9	68.3	52.8	42.5
Incr Delay (d2), s/veh	0.0	0.0	43.1	647.5	0.0	0.1	96.2	0.1	0.0	14.1	11.1	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.0	23.6	0.6	0.0	1.2	14.8	1.5	0.2	0.6	10.3	0.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	0.0	0.0	84.8	716.8	0.0	23.3	149.5	23.3	21.9	82.4	63.9	42.5
LnGrp LOS			F	F		C	F	C	C	F	E	D
Approach Vol, veh/h		525			68			436			578	
Approach Delay, s/veh		84.8			84.5			102.9			64.3	
Approach LOS		F			F			F			E	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	5.0	61.0	6.2	67.5	0.0	66.0	37.0	36.7
Change Period (Y+Rc), s	4.0	4.6	4.0	5.8	4.0	4.6	4.0	5.8
Max Green Setting (Gmax), s	5.0	56.4	5.0	65.2	5.0	56.4	33.0	37.2
Max Q Clear Time (g_c+I1), s	3.0	58.4	3.1	7.1	0.0	6.5	35.0	28.7
Green Ext Time (p_c), s	0.0	0.0	0.0	1.0	0.0	0.3	0.0	2.2

Intersection Summary	
HCM 7th Control Delay, s/veh	82.3
HCM 7th LOS	F



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	143	56	11	74	831	269	12	7	6	22	14	918
Future Volume (veh/h)	143	56	11	74	831	269	12	7	6	22	14	918
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1085	1174	700	1900	1826	1707	907	1055	1411	1604	1574	1796
Adj Flow Rate, veh/h	149	58	11	77	866	280	12	7	6	23	15	956
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	55	49	81	0	5	13	67	57	33	20	22	7
Cap, veh/h	143	349	176	108	398	316	21	244	209	57	754	729
Arrive On Green	0.14	0.30	0.30	0.06	0.22	0.22	0.02	0.47	0.47	0.04	0.48	0.48
Sat Flow, veh/h	1033	1174	593	1810	1826	1447	864	525	450	1527	1574	1522
Grp Volume(v), veh/h	149	58	11	77	866	280	12	0	13	23	15	956
Grp Sat Flow(s),veh/h/ln	1033	1174	593	1810	1826	1447	864	0	974	1527	1574	1522
Q Serve(g_s), s	20.0	5.3	1.9	6.0	31.5	27.1	2.0	0.0	1.0	2.1	0.7	69.2
Cycle Q Clear(g_c), s	20.0	5.3	1.9	6.0	31.5	27.1	2.0	0.0	1.0	2.1	0.7	69.2
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.46	1.00		1.00
Lane Grp Cap(c), veh/h	143	349	176	108	398	316	21	0	453	57	754	729
V/C Ratio(X)	1.04	0.17	0.06	0.72	2.17	0.89	0.58	0.00	0.03	0.40	0.02	1.31
Avail Cap(c_a), veh/h	143	349	176	175	398	316	54	0	453	370	754	729
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	62.2	37.5	36.4	66.7	56.5	54.7	69.8	0.0	20.9	67.9	19.8	37.6
Incr Delay (d2), s/veh	86.7	0.3	0.2	8.5	536.9	25.3	23.5	0.0	0.0	4.5	0.0	149.6
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	8.6	1.5	0.3	3.0	73.4	11.9	0.6	0.0	0.2	0.9	0.3	54.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	148.9	37.9	36.6	75.2	593.4	80.0	93.3	0.0	21.0	72.4	19.8	187.2
LnGrp LOS	F	D	D	E	F	F	F		C	E	B	F
Approach Vol, veh/h		218			1223			25			994	
Approach Delay, s/veh		113.7			443.2			55.7			182.0	
Approach LOS		F			F			E			F	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	12.6	49.4	9.4	73.0	24.0	38.0	7.4	75.0
Change Period (Y+Rc), s	4.0	* 6.5	4.0	5.8	4.0	6.5	4.0	5.8
Max Green Setting (Gmax), s	14.0	* 38	35.0	43.2	20.0	31.5	9.0	69.2
Max Q Clear Time (g_c+I1), s	8.0	7.3	4.1	3.0	22.0	33.5	4.0	71.2
Green Ext Time (p_c), s	0.1	0.4	0.0	0.0	0.0	0.0	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	304.5
HCM 7th LOS	F

Notes

User approved pedestrian interval to be less than phase max green.

* HCM 7th computational engine requires equal clearance times for the phases crossing the barrier.

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	3	202	20	45	1707	9	34	0	8	0	0	0
Future Volume (veh/h)	3	202	20	45	1707	9	34	0	8	0	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	418	1085	1115	1559	1811	1900	685	1900	596	1900	1900	1900
Adj Flow Rate, veh/h	3	210	21	47	1778	9	35	0	8	0	0	0
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	100	55	53	23	6	0	82	0	88	0	0	0
Cap, veh/h	2	352	307	93	689	3	36	0	80	1	1	0
Arrive On Green	0.00	0.32	0.32	0.06	0.38	0.38	0.06	0.00	0.05	0.00	0.00	0.00
Sat Flow, veh/h	398	1085	945	1485	1800	9	652	0	1610	1810	1900	0
Grp Volume(v), veh/h	3	210	21	47	0	1787	35	0	8	0	0	0
Grp Sat Flow(s),veh/h/ln	398	1085	945	1485	0	1809	652	0	1610	1810	1900	0
Q Serve(g_s), s	0.6	21.1	2.0	4.0	0.0	49.8	7.0	0.0	0.6	0.0	0.0	0.0
Cycle Q Clear(g_c), s	0.6	21.1	2.0	4.0	0.0	49.8	7.0	0.0	0.6	0.0	0.0	0.0
Prop In Lane	1.00		1.00	1.00		0.01	1.00		1.00	1.00		0.00
Lane Grp Cap(c), veh/h	2	352	307	93	0	692	36	0	80	1	1	0
V/C Ratio(X)	1.59	0.60	0.07	0.50	0.00	2.58	0.97	0.00	0.10	0.00	0.00	0.00
Avail Cap(c_a), veh/h	37	352	307	171	0	692	60	0	524	167	620	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	0.09	0.00	0.09	1.00	0.00	1.00	0.00	0.00	0.00
Uniform Delay (d), s/veh	64.7	36.8	30.3	59.0	0.0	40.1	61.3	0.0	59.0	0.0	0.0	0.0
Incr Delay (d2), s/veh	401.9	7.3	0.4	0.1	0.0	711.6	80.8	0.0	0.2	0.0	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.3	6.1	0.5	1.5	0.0	157.9	2.0	0.0	0.3	0.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	466.6	44.0	30.8	59.1	0.0	751.8	142.1	0.0	59.2	0.0	0.0	0.0
LnGrp LOS	F	D	C	E		F	F		E			
Approach Vol, veh/h		234			1834			43			0	
Approach Delay, s/veh		48.3			734.0			126.6			0.0	
Approach LOS		D			F			F				

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	12.2	48.0	11.2	0.0	4.6	55.6	0.0	11.2
Change Period (Y+Rc), s	4.0	5.8	4.0	* 4.7	4.0	5.8	4.0	4.7
Max Green Setting (Gmax), s	15.0	42.2	12.0	* 42	12.0	45.2	12.0	42.3
Max Q Clear Time (g_c+I1), s	6.0	23.1	9.0	0.0	2.6	51.8	0.0	2.6
Green Ext Time (p_c), s	0.0	1.1	0.0	0.0	0.0	0.0	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	645.6
HCM 7th LOS	F

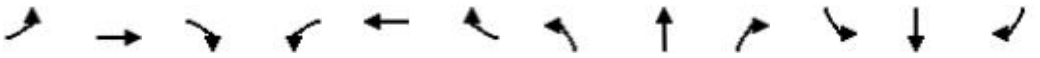
Notes

* HCM 7th computational engine requires equal clearance times for the phases crossing the barrier.

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	9	212	76	70	1653	18	93	1	13	0	2	0
Future Volume (veh/h)	9	212	76	70	1653	18	93	1	13	0	2	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1218	1085	477	848	1796	1796	433	418	418	1900	418	1900
Adj Flow Rate, veh/h	9	221	79	73	1722	19	97	1	14	0	2	0
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	46	55	96	71	7	7	99	100	100	0	100	0
Cap, veh/h	21	1345	184	74	1801	803	103	5	72	2	3	0
Arrive On Green	0.02	0.45	0.45	0.09	0.53	0.53	0.13	0.22	0.22	0.00	0.01	0.00
Sat Flow, veh/h	1160	2962	404	807	3413	1522	800	24	334	1810	418	0
Grp Volume(v), veh/h	9	221	79	73	1722	19	97	0	15	0	2	0
Grp Sat Flow(s),veh/h/ln	1160	987	404	807	1706	1522	400	0	358	1810	418	0
Q Serve(g_s), s	0.6	3.3	10.0	6.8	36.2	0.4	9.1	0.0	2.6	0.0	0.4	0.0
Cycle Q Clear(g_c), s	0.6	3.3	10.0	6.8	36.2	0.4	9.1	0.0	2.6	0.0	0.4	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.93	1.00		0.00
Lane Grp Cap(c), veh/h	21	1345	184	74	1801	803	103	0	77	2	3	0
V/C Ratio(X)	0.43	0.16	0.43	0.98	0.96	0.02	0.94	0.00	0.19	0.00	0.73	0.00
Avail Cap(c_a), veh/h	308	1573	215	214	1812	808	212	0	204	240	67	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	0.00
Uniform Delay (d), s/veh	36.6	12.1	14.0	34.1	16.9	8.5	32.5	0.0	24.2	0.0	37.3	0.0
Incr Delay (d2), s/veh	5.0	0.1	1.6	25.6	12.3	0.0	14.6	0.0	0.5	0.0	85.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	0.6	0.9	1.8	14.1	0.1	1.1	0.0	0.2	0.0	0.1	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	41.5	12.2	15.5	59.8	29.3	8.5	47.1	0.0	24.7	0.0	122.4	0.0
LnGrp LOS	D	B	B	E	C	A	D		C		F	
Approach Vol, veh/h		309			1814			112			2	
Approach Delay, s/veh		13.9			30.3			44.1			122.4	
Approach LOS		B			C			D			F	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	12.9	40.2	15.7	6.5	7.4	45.8	0.0	22.2
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Max Green Setting (Gmax), s	20.0	40.0	20.0	12.0	20.0	40.0	10.0	43.0
Max Q Clear Time (g_c+I1), s	8.8	12.0	11.1	2.4	2.6	38.2	0.0	4.6
Green Ext Time (p_c), s	0.1	1.7	0.1	0.0	0.0	1.5	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	28.8
HCM 7th LOS	C



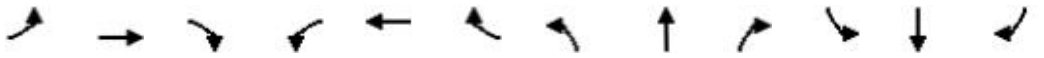
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	8	294	22	78	1646	22	25	0	1	2	1	4
Future Volume (veh/h)	8	294	22	78	1646	22	25	0	1	2	1	4
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1530	877	1900	1900	1796	1737	1900	1900	1900	1900	1900	1159
Adj Flow Rate, veh/h	8	306	23	81	1715	23	26	0	1	2	1	4
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	25	69	0	0	7	11	0	0	0	0	0	50
Cap, veh/h	30	960	645	224	1720	742	106	0	107	10	4	18
Arrive On Green	0.02	0.40	0.40	0.12	0.50	0.50	0.06	0.00	0.07	0.01	0.01	0.01
Sat Flow, veh/h	1457	2395	1610	1810	3413	1472	1810	0	1610	1810	332	1329
Grp Volume(v), veh/h	8	306	23	81	1715	23	26	0	1	2	0	5
Grp Sat Flow(s),veh/h/ln	1457	798	1610	1810	1706	1472	1810	0	1610	1810	0	1661
Q Serve(g_s), s	0.3	5.2	0.5	2.4	29.8	0.5	0.8	0.0	0.0	0.1	0.0	0.2
Cycle Q Clear(g_c), s	0.3	5.2	0.5	2.4	29.8	0.5	0.8	0.0	0.0	0.1	0.0	0.2
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		0.80
Lane Grp Cap(c), veh/h	30	960	645	224	1720	742	106	0	107	10	0	22
V/C Ratio(X)	0.26	0.32	0.04	0.36	1.00	0.03	0.24	0.00	0.01	0.20	0.00	0.23
Avail Cap(c_a), veh/h	489	1207	811	608	1720	742	1520	0	270	456	0	279
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	28.7	12.3	10.8	23.9	14.7	7.4	26.8	0.0	26.0	29.5	0.0	29.1
Incr Delay (d2), s/veh	1.7	0.2	0.0	0.4	21.0	0.0	1.7	0.0	0.0	3.7	0.0	1.9
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.8	0.2	0.9	13.0	0.1	0.4	0.0	0.0	0.0	0.0	0.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	30.4	12.4	10.9	24.3	35.7	7.5	28.4	0.0	26.0	33.1	0.0	31.0
LnGrp LOS	C	B	B	C	D	A	C		C	C		C
Approach Vol, veh/h		337			1819			27			7	
Approach Delay, s/veh		12.8			34.8			28.3			31.6	
Approach LOS		B			C			C			C	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	13.4	29.9	9.5	6.8	7.2	36.0	6.3	10.0
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Max Green Setting (Gmax), s	20.0	30.0	50.0	10.0	20.0	30.0	15.0	10.0
Max Q Clear Time (g_c+I1), s	4.4	7.2	2.8	2.2	2.3	31.8	2.1	2.0
Green Ext Time (p_c), s	0.1	2.0	0.1	0.0	0.0	0.0	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	31.3
HCM 7th LOS	C

Notes

User approved pedestrian interval to be less than phase max green.



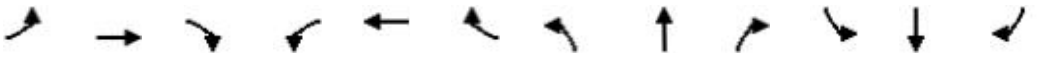
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	5	45	165	1375	122	178	29	5	249	30	6	0
Future Volume (veh/h)	5	45	165	1375	122	178	29	5	249	30	6	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1069	1028	1722	1134	1561	1248	957	944	907	807	1702	1203
Adj Flow Rate, veh/h	5	47	172	1432	127	185	30	5	259	31	6	0
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	14	55	12	7	17	44	26	61	67	42	7	47
Cap, veh/h	81	75	107	1451	1070	781	48	120	1027	79	218	69
Arrive On Green	0.08	0.07	0.07	0.69	0.69	0.69	0.05	0.07	0.07	0.05	0.07	0.00
Sat Flow, veh/h	1018	1028	1459	2096	1561	1058	911	1793	1353	1491	3233	1020
Grp Volume(v), veh/h	5	47	172	1432	127	185	30	5	259	31	6	0
Grp Sat Flow(s),veh/h/ln	1018	1028	1459	1048	1561	1058	911	896	676	745	1617	1020
Q Serve(g_s), s	0.7	6.7	11.0	99.6	4.2	8.3	4.8	0.4	8.6	3.0	0.3	0.0
Cycle Q Clear(g_c), s	0.7	6.7	11.0	99.6	4.2	8.3	4.8	0.4	8.6	3.0	0.3	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	81	75	107	1451	1070	781	48	120	1027	79	218	69
V/C Ratio(X)	0.06	0.62	1.61	0.99	0.12	0.24	0.63	0.04	0.25	0.39	0.03	0.00
Avail Cap(c_a), veh/h	81	75	107	1451	1070	781	67	120	1027	109	218	69
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	63.8	67.5	69.5	22.4	8.1	6.2	69.7	65.5	5.4	68.7	65.3	0.0
Incr Delay (d2), s/veh	0.3	14.9	312.1	20.5	0.0	0.2	12.9	0.1	0.1	3.1	0.1	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	2.0	13.3	25.1	1.3	1.7	1.3	0.1	1.1	0.6	0.1	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	64.1	82.4	381.6	43.0	8.1	6.4	82.5	65.7	5.5	71.8	65.4	0.0
LnGrp LOS	E	F	F	D	A	A	F	E	A	E	E	
Approach Vol, veh/h		224			1744			294			37	
Approach Delay, s/veh		311.8			36.5			14.4			70.7	
Approach LOS		F			D			B			E	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	12.0	14.6	107.8	15.6	11.8	14.7	16.0	107.4
Change Period (Y+Rc), s	4.0	4.6	4.0	4.6	4.0	4.6	4.0	4.6
Max Green Setting (Gmax), s	11.0	10.0	100.8	11.0	11.0	10.0	12.0	99.8
Max Q Clear Time (g_c+I1), s	5.0	10.6	101.6	13.0	6.8	2.3	2.7	10.3
Green Ext Time (p_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.3

Intersection Summary	
HCM 7th Control Delay, s/veh	61.1
HCM 7th LOS	E

Notes

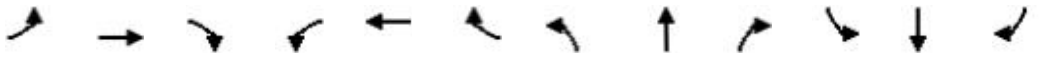
User approved pedestrian interval to be less than phase max green.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	1	13	23	1	0	168	5	15	0	5	0
Future Volume (veh/h)	0	1	13	23	1	0	168	5	15	0	5	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	418	418	714	418	1900	1574	1900	418	0	1900	1900
Adj Flow Rate, veh/h	0	1	14	24	1	0	175	5	16	0	5	0
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	0	100	100	80	100	0	22	0	100	0	0	0
Cap, veh/h	7	1	14	29	96	0	280	753	140	0	236	0
Arrive On Green	0.00	0.04	0.04	0.04	0.23	0.00	0.19	0.40	0.40	0.00	0.07	0.00
Sat Flow, veh/h	1810	24	334	680	418	0	1499	1900	354	0	3800	0
Grp Volume(v), veh/h	0	0	15	24	1	0	175	5	16	0	5	0
Grp Sat Flow(s),veh/h/ln	1810	0	358	680	418	0	1499	1900	354	0	1805	0
Q Serve(g_s), s	0.0	0.0	1.2	1.0	0.1	0.0	3.0	0.0	0.8	0.0	0.0	0.0
Cycle Q Clear(g_c), s	0.0	0.0	1.2	1.0	0.1	0.0	3.0	0.0	0.8	0.0	0.0	0.0
Prop In Lane	1.00		0.93	1.00		0.00	1.00		1.00	0.00		0.00
Lane Grp Cap(c), veh/h	7	0	15	29	96	0	280	753	140	0	236	0
V/C Ratio(X)	0.00	0.00	1.00	0.83	0.01	0.00	0.62	0.01	0.11	0.00	0.02	0.00
Avail Cap(c_a), veh/h	457	0	568	172	151	0	573	2260	421	0	3904	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.00	0.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	0.00	1.00	0.00
Uniform Delay (d), s/veh	0.0	0.0	13.3	13.2	8.3	0.0	10.4	5.1	5.3	0.0	12.1	0.0
Incr Delay (d2), s/veh	0.0	0.0	108.8	41.9	0.0	0.0	2.3	0.0	0.4	0.0	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.0	0.5	0.5	0.0	0.0	0.7	0.0	0.0	0.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	0.0	0.0	122.1	55.1	8.3	0.0	12.7	5.1	5.6	0.0	12.2	0.0
LnGrp LOS			F	E	A		B	A	A		B	
Approach Vol, veh/h		15			25			196			5	
Approach Delay, s/veh		122.1			53.2			11.9			12.2	
Approach LOS		F			D			B			B	

Timer - Assigned Phs	1	2	3	4		6	7	8				
Phs Duration (G+Y+Rc), s	9.2	7.6	5.2	5.8		16.8	0.0	10.9				
Change Period (Y+Rc), s	4.0	5.8	4.0	4.6		5.8	4.0	4.6				
Max Green Setting (Gmax), s	10.6	30.0	7.0	44.0		33.0	7.0	10.0				
Max Q Clear Time (g_c+I1), s	5.0	2.0	3.0	3.2		2.8	0.0	2.1				
Green Ext Time (p_c), s	0.2	0.0	0.0	0.1		0.0	0.0	0.0				

Intersection Summary	
HCM 7th Control Delay, s/veh	23.0
HCM 7th LOS	C



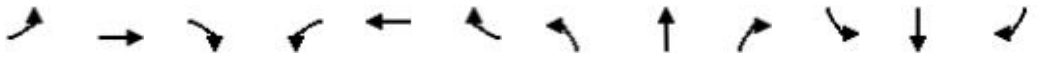
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	4	76	548	7	18	0	75	22	64	2	0	3
Future Volume (veh/h)	4	76	548	7	18	0	75	22	64	2	0	3
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1559	1767	1263	1248	1900	1500	1159	1559	1900	1900	1900
Adj Flow Rate, veh/h	4	79	571	7	19	0	78	23	67	2	0	3
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	0	23	9	43	44	0	27	50	23	0	0	0
Cap, veh/h	10	1294	654	11	1045	709	92	448	269	5	512	228
Arrive On Green	0.01	0.44	0.44	0.01	0.44	0.00	0.06	0.20	0.20	0.00	0.00	0.14
Sat Flow, veh/h	1810	2962	1497	1203	2371	1610	1428	2202	1321	1810	3610	1610
Grp Volume(v), veh/h	4	79	571	7	19	0	78	23	67	2	0	3
Grp Sat Flow(s),veh/h/ln	1810	1481	1497	1203	1186	1610	1428	1101	1321	1810	1805	1610
Q Serve(g_s), s	0.1	0.8	18.5	0.3	0.2	0.0	2.9	0.4	2.3	0.1	0.0	0.1
Cycle Q Clear(g_c), s	0.1	0.8	18.5	0.3	0.2	0.0	2.9	0.4	2.3	0.1	0.0	0.1
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	10	1294	654	11	1045	709	92	448	269	5	512	228
V/C Ratio(X)	0.41	0.06	0.87	0.63	0.02	0.00	0.85	0.05	0.25	0.40	0.00	0.01
Avail Cap(c_a), veh/h	170	2479	1253	113	1984	1347	322	704	422	170	679	303
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	26.4	8.7	13.6	26.3	8.4	0.0	24.6	17.1	17.8	26.5	0.0	19.6
Incr Delay (d2), s/veh	25.3	0.0	3.8	46.6	0.0	0.0	18.7	0.0	0.5	45.5	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.2	5.1	0.2	0.1	0.0	1.3	0.1	0.6	0.1	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	51.6	8.7	17.5	72.9	8.4	0.0	43.3	17.1	18.3	71.9	0.0	19.6
LnGrp LOS	D	A	B	E	A		D	B	B	E		B
Approach Vol, veh/h		654			26			168			5	
Approach Delay, s/veh		16.6			25.8			29.7			40.6	
Approach LOS		B			C			C			D	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	4.5	27.9	4.1	16.6	4.3	28.1	7.4	13.3
Change Period (Y+Rc), s	4.0	4.7	4.0	5.8	4.0	4.7	4.0	5.8
Max Green Setting (Gmax), s	5.0	44.5	5.0	17.0	5.0	44.5	12.0	10.0
Max Q Clear Time (g_c+I1), s	2.3	20.5	2.1	4.3	2.1	2.2	4.9	2.1
Green Ext Time (p_c), s	0.0	2.8	0.0	0.2	0.0	0.1	0.1	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	19.6
HCM 7th LOS	B

Notes

User approved pedestrian interval to be less than phase max green.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	2	7	0	0	4	840	0	0	0	381	0	2
Future Volume (veh/h)	2	7	0	0	4	840	0	0	0	381	0	2
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1159	1159	1604	1411	418	1737	1900	1159	1070	1574	1159	1900
Adj Flow Rate, veh/h	2	8	0	0	4	923	0	0	0	419	0	2
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	50	50	20	33	100	11	0	50	56	22	50	0
Cap, veh/h	3	170	199	1	43	2161	2	2	1	2123	868	1206
Arrive On Green	0.00	0.15	0.00	0.00	0.10	0.10	0.00	0.00	0.00	0.73	0.00	0.75
Sat Flow, veh/h	1104	1159	1359	1344	418	2591	1810	2202	907	2908	1159	1610
Grp Volume(v), veh/h	2	8	0	0	4	923	0	0	0	419	0	2
Grp Sat Flow(s),veh/h/ln	1104	1159	1359	1344	418	1295	1810	1101	907	1454	1159	1610
Q Serve(g_s), s	0.2	0.6	0.0	0.0	0.9	9.2	0.0	0.0	0.0	4.5	0.0	0.0
Cycle Q Clear(g_c), s	0.2	0.6	0.0	0.0	0.9	9.2	0.0	0.0	0.0	4.5	0.0	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	3	170	199	1	43	2161	2	2	1	2123	868	1206
V/C Ratio(X)	0.67	0.05	0.00	0.00	0.09	0.43	0.00	0.00	0.00	0.20	0.00	0.00
Avail Cap(c_a), veh/h	121	190	223	67	43	2161	90	313	129	2123	868	1206
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	0.00	0.76	0.76	0.00	0.00	0.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	49.8	36.7	0.0	0.0	40.5	2.1	0.0	0.0	0.0	4.3	0.0	3.1
Incr Delay (d2), s/veh	137.6	0.1	0.0	0.0	0.7	0.1	0.0	0.0	0.0	0.0	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	0.2	0.0	0.0	0.1	1.1	0.0	0.0	0.0	1.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	187.5	36.8	0.0	0.0	41.2	2.2	0.0	0.0	0.0	4.3	0.0	3.1
LnGrp LOS	F	D			D	A				A		A
Approach Vol, veh/h		10			927			0			421	
Approach Delay, s/veh		66.9			2.4			0.0			4.3	
Approach LOS		E			A						A	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	0.0	80.7	0.0	19.3	77.0	3.7	4.3	15.0
Change Period (Y+Rc), s	4.0	5.8	4.0	4.6	4.0	5.8	4.0	4.6
Max Green Setting (Gmax), s	5.0	55.2	5.0	16.4	46.0	14.2	11.0	10.4
Max Q Clear Time (g_c+I1), s	0.0	2.0	0.0	2.6	6.5	0.0	2.2	11.2
Green Ext Time (p_c), s	0.0	0.0	0.0	0.0	1.5	0.0	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	3.5
HCM 7th LOS	A

Notes

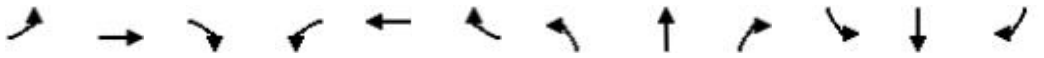
User approved pedestrian interval to be less than phase max green.



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (veh/h)	82	306	23	155	689	16
Future Volume (veh/h)	82	306	23	155	689	16
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1100	1574	1900	1559	1737	418
Adj Flow Rate, veh/h	90	336	25	170	757	18
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	54	22	0	23	11	100
Cap, veh/h	587	374	353	832	956	205
Arrive On Green	0.28	0.28	0.28	0.28	0.58	0.58
Sat Flow, veh/h	2144	1334	977	3040	1654	354
Grp Volume(v), veh/h	90	336	25	170	757	18
Grp Sat Flow(s),veh/h/ln	1045	1334	977	1481	1654	354
Q Serve(g_s), s	2.1	15.7	1.3	2.8	23.2	1.5
Cycle Q Clear(g_c), s	2.1	15.7	3.4	2.8	23.2	1.5
Prop In Lane		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h	587	374	353	832	956	205
V/C Ratio(X)	0.15	0.90	0.07	0.20	0.79	0.09
Avail Cap(c_a), veh/h	656	419	386	930	956	205
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.99	0.99	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	17.6	22.5	18.8	17.8	10.7	6.1
Incr Delay (d2), s/veh	0.1	20.0	0.1	0.1	6.7	0.8
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.5	6.5	0.3	0.9	8.1	0.1
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	17.7	42.5	18.9	18.0	17.4	7.0
LnGrp LOS	B	D	B	B	B	A
Approach Vol, veh/h	426			195	775	
Approach Delay, s/veh	37.3			18.1	17.1	
Approach LOS	D			B	B	

Timer - Assigned Phs	2	4	8
Phs Duration (G+Y+Rc), s	42.2	22.8	22.8
Change Period (Y+Rc), s	4.6	4.6	4.6
Max Green Setting (Gmax), s	35.4	20.4	20.4
Max Q Clear Time (g_c+I1), s	25.2	17.7	5.4
Green Ext Time (p_c), s	2.3	0.5	0.9

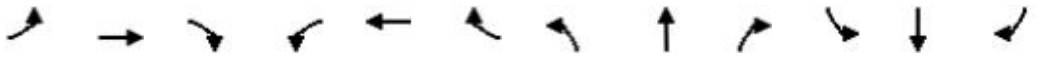
Intersection Summary	
HCM 7th Control Delay, s/veh	23.4
HCM 7th LOS	C



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	1	31	309	11	67	18	627	19	7	13	41	2
Future Volume (veh/h)	1	31	309	11	67	18	627	19	7	13	41	2
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1085	1796	1574	1530	1693	1900	1737	1426	418	1811	1411	1441
Adj Flow Rate, veh/h	1	34	340	12	74	20	689	21	8	14	45	2
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	55	7	22	25	14	0	11	32	100	6	33	31
Cap, veh/h	1	38	375	21	360	97	643	1295	169	29	284	129
Arrive On Green	0.00	0.27	0.27	0.01	0.28	0.28	0.39	0.48	0.48	0.02	0.11	0.11
Sat Flow, veh/h	1033	140	1403	1457	1283	347	1654	2709	354	1725	2681	1221
Grp Volume(v), veh/h	1	0	374	12	0	94	689	21	8	14	45	2
Grp Sat Flow(s),veh/h/ln	1033	0	1544	1457	0	1630	1654	1354	354	1725	1340	1221
Q Serve(g_s), s	0.1	0.0	19.3	0.7	0.0	3.6	32.0	0.3	1.0	0.7	1.3	0.1
Cycle Q Clear(g_c), s	0.1	0.0	19.3	0.7	0.0	3.6	32.0	0.3	1.0	0.7	1.3	0.1
Prop In Lane	1.00		0.91	1.00		0.21	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	1	0	413	21	0	458	643	1295	169	29	284	129
V/C Ratio(X)	0.70	0.00	0.91	0.57	0.00	0.21	1.07	0.02	0.05	0.49	0.16	0.02
Avail Cap(c_a), veh/h	63	0	461	88	0	487	643	1295	169	105	326	148
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	41.1	0.0	29.2	40.3	0.0	22.6	25.2	11.3	11.5	40.1	33.5	33.0
Incr Delay (d2), s/veh	235.8	0.0	20.0	21.5	0.0	0.2	56.3	0.0	0.1	12.3	0.3	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.0	9.0	0.4	0.0	1.3	21.0	0.1	0.1	0.4	0.4	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	276.9	0.0	49.2	61.8	0.0	22.8	81.5	11.3	11.6	52.4	33.7	33.0
LnGrp LOS	F		D	E		C	F	B	B	D	C	C
Approach Vol, veh/h		375			106			718			61	
Approach Delay, s/veh		49.8			27.2			78.7			38.0	
Approach LOS		D			C			E			D	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	5.2	26.6	5.4	45.2	4.1	27.7	36.0	14.5
Change Period (Y+Rc), s	4.0	4.6	4.0	5.8	4.0	4.6	4.0	5.8
Max Green Setting (Gmax), s	5.0	24.6	5.0	37.0	5.0	24.6	32.0	10.0
Max Q Clear Time (g_c+I1), s	2.7	21.3	2.7	3.0	2.1	5.6	34.0	3.3
Green Ext Time (p_c), s	0.0	0.7	0.0	0.1	0.0	0.3	0.0	0.1

Intersection Summary	
HCM 7th Control Delay, s/veh	63.8
HCM 7th LOS	E



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	543	251	27	16	87	47	37	63	63	107	16	238
Future Volume (veh/h)	543	251	27	16	87	47	37	63	63	107	16	238
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1737	1796	1159	1530	1693	1900	1648	1781	1826	1811	1411	1574
Adj Flow Rate, veh/h	597	276	30	18	96	52	41	69	69	118	18	262
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	11	7	50	25	14	0	17	8	5	6	33	22
Cap, veh/h	627	1160	634	47	506	481	80	78	78	140	177	168
Arrive On Green	0.38	0.65	0.65	0.03	0.30	0.30	0.05	0.10	0.10	0.08	0.13	0.13
Sat Flow, veh/h	1654	1796	982	1457	1693	1610	1570	817	817	1725	1411	1334
Grp Volume(v), veh/h	597	276	30	18	96	52	41	0	138	118	18	262
Grp Sat Flow(s),veh/h/ln	1654	1796	982	1457	1693	1610	1570	0	1634	1725	1411	1334
Q Serve(g_s), s	49.1	9.0	1.6	1.7	5.9	3.3	3.6	0.0	11.7	9.4	1.6	17.6
Cycle Q Clear(g_c), s	49.1	9.0	1.6	1.7	5.9	3.3	3.6	0.0	11.7	9.4	1.6	17.6
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.50	1.00		1.00
Lane Grp Cap(c), veh/h	627	1160	634	47	506	481	80	0	156	140	177	168
V/C Ratio(X)	0.95	0.24	0.05	0.38	0.19	0.11	0.51	0.00	0.88	0.84	0.10	1.56
Avail Cap(c_a), veh/h	945	1160	634	94	506	481	101	0	156	160	177	168
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.73	0.73	0.73	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	42.2	10.4	9.1	66.4	36.5	35.5	64.7	0.0	62.5	63.4	54.2	61.2
Incr Delay (d2), s/veh	11.4	0.4	0.1	5.0	0.8	0.5	4.9	0.0	40.8	28.8	0.4	280.3
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	21.2	3.4	0.3	0.7	2.5	1.3	1.5	0.0	6.5	5.2	0.6	18.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	53.7	10.7	9.2	71.4	37.3	36.0	69.6	0.0	103.3	92.2	54.6	341.5
LnGrp LOS	D	B	A	E	D	D	E		F	F	D	F
Approach Vol, veh/h		903			166			179			398	
Approach Delay, s/veh		39.1			40.6			95.6			254.6	
Approach LOS		D			D			F			F	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	8.5	96.9	15.4	19.2	57.1	48.4	11.2	23.4
Change Period (Y+Rc), s	4.0	* 6.5	4.0	5.8	4.0	6.5	4.0	5.8
Max Green Setting (Gmax), s	9.0	* 85	13.0	13.4	80.0	13.3	9.0	17.4
Max Q Clear Time (g_c+I1), s	3.7	11.0	11.4	13.7	51.1	7.9	5.6	19.6
Green Ext Time (p_c), s	0.0	2.6	0.0	0.0	2.0	0.3	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	97.5
HCM 7th LOS	F

Notes

User approved pedestrian interval to be less than phase max green.

* HCM 7th computational engine requires equal clearance times for the phases crossing the barrier.

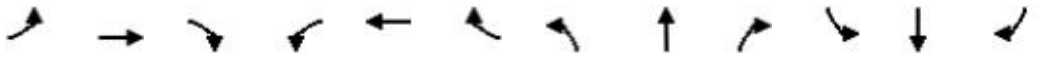
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	1	781	36	17	345	0	30	0	40	0	0	0
Future Volume (veh/h)	1	781	36	17	345	0	30	0	40	0	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	418	1663	1248	1352	1589	1900	1248	1900	1707	1900	1900	1900
Adj Flow Rate, veh/h	1	858	40	19	379	0	33	0	44	0	0	0
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	100	16	44	37	21	0	44	0	13	0	0	0
Cap, veh/h	1	1312	834	49	1312	0	64	0	99	1	1	0
Arrive On Green	0.00	0.79	0.79	0.04	0.83	0.00	0.05	0.00	0.06	0.00	0.00	0.00
Sat Flow, veh/h	398	1663	1058	1287	1589	0	1188	0	1610	1810	1900	0
Grp Volume(v), veh/h	1	858	40	19	379	0	33	0	44	0	0	0
Grp Sat Flow(s),veh/h/ln	398	1663	1058	1287	1589	0	1188	0	1610	1810	1900	0
Q Serve(g_s), s	0.2	29.2	1.1	1.9	7.1	0.0	3.5	0.0	3.4	0.0	0.0	0.0
Cycle Q Clear(g_c), s	0.2	29.2	1.1	1.9	7.1	0.0	3.5	0.0	3.4	0.0	0.0	0.0
Prop In Lane	1.00		1.00	1.00		0.00	1.00		1.00	1.00		0.00
Lane Grp Cap(c), veh/h	1	1312	834	49	1312	0	64	0	99	1	1	0
V/C Ratio(X)	1.53	0.65	0.05	0.39	0.29	0.00	0.52	0.00	0.45	0.00	0.00	0.00
Avail Cap(c_a), veh/h	40	1312	834	129	1312	0	119	0	499	181	590	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	0.83	0.83	0.00	1.00	0.00	1.00	0.00	0.00	0.00
Uniform Delay (d), s/veh	64.9	6.0	3.0	61.0	2.6	0.0	59.9	0.0	58.9	0.0	0.0	0.0
Incr Delay (d2), s/veh	529.5	2.6	0.1	1.5	0.5	0.0	6.4	0.0	1.2	0.0	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	8.2	0.2	0.6	1.5	0.0	1.2	0.0	1.4	0.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	594.4	8.5	3.1	62.6	3.1	0.0	66.3	0.0	60.1	0.0	0.0	0.0
LnGrp LOS	F	A	A	E	A		E		E			
Approach Vol, veh/h		899			398			77			0	
Approach Delay, s/veh		8.9			5.9			62.7			0.0	
Approach LOS		A			A			E				

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	9.0	108.4	11.0	1.7	4.2	113.1	0.0	12.7
Change Period (Y+Rc), s	4.0	5.8	4.0	* 4.7	4.0	5.8	4.0	4.7
Max Green Setting (Gmax), s	13.0	45.2	13.0	* 40	13.0	45.2	13.0	40.3
Max Q Clear Time (g_c+I1), s	3.9	31.2	5.5	0.0	2.2	9.1	0.0	5.4
Green Ext Time (p_c), s	0.0	5.1	0.0	0.0	0.0	2.3	0.0	0.2

Intersection Summary	
HCM 7th Control Delay, s/veh	11.1
HCM 7th LOS	B

Notes

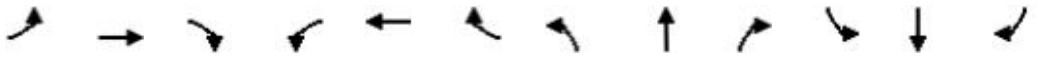
* HCM 7th computational engine requires equal clearance times for the phases crossing the barrier.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	6	784	6	12	359	4	21	0	26	8	0	8
Future Volume (veh/h)	6	784	6	12	359	4	21	0	26	8	0	8
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1055	1618	418	418	1530	418	537	1900	581	1159	1900	1159
Adj Flow Rate, veh/h	7	862	7	13	395	4	23	0	29	9	0	9
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	57	19	100	100	25	100	92	0	89	50	0	50
Cap, veh/h	15	1514	121	11	1030	126	44	0	130	21	0	89
Arrive On Green	0.01	0.34	0.34	0.03	0.35	0.35	0.04	0.00	0.08	0.02	0.00	0.06
Sat Flow, veh/h	1005	4418	354	398	2906	354	991	0	1610	1104	0	1610
Grp Volume(v), veh/h	7	862	7	13	395	4	23	0	29	9	0	9
Grp Sat Flow(s),veh/h/ln	1005	1473	354	398	1453	354	496	0	1610	1104	0	1610
Q Serve(g_s), s	0.3	7.2	0.6	1.2	4.6	0.3	1.0	0.0	0.8	0.4	0.0	0.2
Cycle Q Clear(g_c), s	0.3	7.2	0.6	1.2	4.6	0.3	1.0	0.0	0.8	0.4	0.0	0.2
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	15	1514	121	11	1030	126	44	0	130	21	0	89
V/C Ratio(X)	0.47	0.57	0.06	1.23	0.38	0.03	0.52	0.00	0.22	0.43	0.00	0.10
Avail Cap(c_a), veh/h	444	3908	313	176	2570	313	438	0	1531	244	0	427
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	22.1	12.1	10.0	22.0	10.9	9.5	21.1	0.0	19.4	21.9	0.0	20.3
Incr Delay (d2), s/veh	8.2	0.3	0.2	151.0	0.2	0.1	3.5	0.0	0.3	5.1	0.0	0.2
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	1.7	0.0	0.5	1.1	0.0	0.1	0.0	0.3	0.1	0.0	0.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	30.3	12.5	10.2	173.0	11.1	9.6	24.7	0.0	19.8	27.1	0.0	20.5
LnGrp LOS	C	B	B	F	B	A	C		B	C		C
Approach Vol, veh/h		876			412			52			18	
Approach Delay, s/veh		12.6			16.2			21.9			23.8	
Approach LOS		B			B			C			C	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	7.2	21.5	8.0	8.5	6.7	22.0	6.9	9.7
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Max Green Setting (Gmax), s	20.0	40.0	20.0	12.0	20.0	40.0	10.0	43.0
Max Q Clear Time (g_c+I1), s	3.2	9.2	3.0	2.2	2.3	6.6	2.4	2.8
Green Ext Time (p_c), s	0.0	6.3	0.0	0.0	0.0	2.6	0.0	0.1

Intersection Summary	
HCM 7th Control Delay, s/veh	14.2
HCM 7th LOS	B



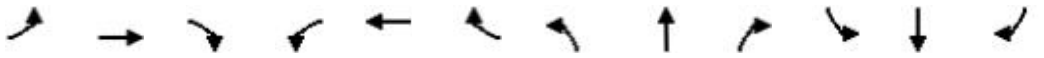
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	6	762	15	6	380	2	20	0	27	7	0	11
Future Volume (veh/h)	6	762	15	6	380	2	20	0	27	7	0	11
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1559	1900	1900	1352	1900	1900	1900	1900	1900	1900	1767
Adj Flow Rate, veh/h	7	837	16	7	418	2	22	0	30	8	0	12
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	0	23	0	0	37	0	0	0	0	0	0	9
Cap, veh/h	34	1431	541	34	863	541	97	0	113	38	0	60
Arrive On Green	0.02	0.34	0.34	0.02	0.34	0.34	0.05	0.00	0.07	0.02	0.00	0.04
Sat Flow, veh/h	1810	4256	1610	1810	2568	1610	1810	0	1610	1810	0	1610
Grp Volume(v), veh/h	7	837	16	7	418	2	22	0	30	8	0	12
Grp Sat Flow(s),veh/h/ln	1810	1419	1610	1810	1284	1610	1810	0	1610	1810	0	1610
Q Serve(g_s), s	0.2	7.0	0.3	0.2	5.6	0.0	0.5	0.0	0.8	0.2	0.0	0.3
Cycle Q Clear(g_c), s	0.2	7.0	0.3	0.2	5.6	0.0	0.5	0.0	0.8	0.2	0.0	0.3
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	34	1431	541	34	863	541	97	0	113	38	0	60
V/C Ratio(X)	0.21	0.58	0.03	0.21	0.48	0.00	0.23	0.00	0.27	0.21	0.00	0.20
Avail Cap(c_a), veh/h	835	2948	1115	835	1779	1115	2089	0	372	627	0	372
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	20.9	11.9	9.6	20.9	11.4	9.6	19.6	0.0	19.1	20.8	0.0	20.2
Incr Delay (d2), s/veh	1.1	0.4	0.0	1.1	0.4	0.0	1.7	0.0	0.5	1.0	0.0	0.6
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	1.6	0.1	0.1	1.2	0.0	0.2	0.0	0.3	0.1	0.0	0.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	22.1	12.3	9.7	22.1	11.8	9.6	21.3	0.0	19.6	21.8	0.0	20.8
LnGrp LOS	C	B	A	C	B	A	C		B	C		C
Approach Vol, veh/h		860			427			52			20	
Approach Delay, s/veh		12.3			12.0			20.3			21.2	
Approach LOS		B			B			C			C	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	6.8	20.6	8.3	7.6	6.8	20.6	6.9	9.0
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Max Green Setting (Gmax), s	20.0	30.0	50.0	10.0	20.0	30.0	15.0	10.0
Max Q Clear Time (g_c+I1), s	2.2	9.0	2.5	2.3	2.2	7.6	2.2	2.8
Green Ext Time (p_c), s	0.0	5.5	0.1	0.0	0.0	2.6	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	12.6
HCM 7th LOS	B

Notes

User approved pedestrian interval to be less than phase max green.



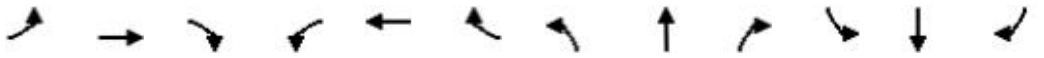
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	5	68	60	347	40	24	28	6	626	89	28	5
Future Volume (veh/h)	5	68	60	347	40	24	28	6	626	89	28	5
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1060	1800	1856	872	1744	1455	1134	1702	1648	854	1505	1159
Adj Flow Rate, veh/h	5	75	66	381	44	26	31	7	688	98	31	5
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	15	0	3	35	4	30	7	7	17	37	21	50
Cap, veh/h	151	237	207	452	465	479	74	614	1156	192	721	248
Arrive On Green	0.15	0.13	0.13	0.28	0.27	0.27	0.07	0.19	0.19	0.12	0.25	0.25
Sat Flow, veh/h	1009	1800	1572	1612	1744	1233	1080	3233	2458	1577	2860	982
Grp Volume(v), veh/h	5	75	66	381	44	26	31	7	688	98	31	5
Grp Sat Flow(s),veh/h/ln	1009	1800	1572	806	1744	1233	1080	1617	1229	789	1430	982
Q Serve(g_s), s	0.3	3.0	3.0	17.8	1.5	1.1	2.2	0.1	15.2	4.7	0.7	0.3
Cycle Q Clear(g_c), s	0.3	3.0	3.0	17.8	1.5	1.1	2.2	0.1	15.2	4.7	0.7	0.3
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	151	237	207	452	465	479	74	614	1156	192	721	248
V/C Ratio(X)	0.03	0.32	0.32	0.84	0.09	0.05	0.42	0.01	0.60	0.51	0.04	0.02
Avail Cap(c_a), veh/h	151	248	216	452	465	479	149	614	1156	217	721	248
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	29.0	31.5	31.5	27.1	22.1	15.3	35.7	26.3	15.6	32.9	22.6	22.5
Incr Delay (d2), s/veh	0.1	0.8	0.9	14.0	0.1	0.0	3.7	0.0	0.8	2.1	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	1.3	1.1	4.0	0.6	0.3	0.6	0.1	4.0	0.9	0.2	0.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	29.1	32.2	32.4	41.1	22.1	15.3	39.5	26.3	16.4	35.0	22.6	22.5
LnGrp LOS	C	C	C	D	C	B	D	C	B	C	C	C
Approach Vol, veh/h		146			451			726			134	
Approach Delay, s/veh		32.2			37.8			17.5			31.6	
Approach LOS		C			D			B			C	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	15.2	21.0	27.5	16.3	10.2	26.0	16.7	27.1
Change Period (Y+Rc), s	5.4	5.8	5.1	5.8	4.7	5.8	4.7	5.8
Max Green Setting (Gmax), s	11.0	15.2	20.7	11.0	11.0	15.9	12.0	20.1
Max Q Clear Time (g_c+I1), s	6.7	17.2	19.8	5.0	4.2	2.7	2.3	3.5
Green Ext Time (p_c), s	0.1	0.0	0.2	0.2	0.0	0.1	0.0	0.2

Intersection Summary	
HCM 7th Control Delay, s/veh	26.6
HCM 7th LOS	C

Notes

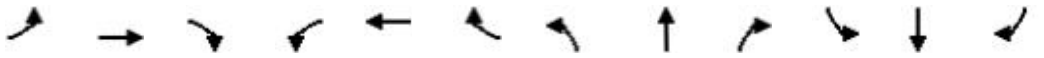
User approved pedestrian interval to be less than phase max green.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	0	85	32	0	0	20	5	10	0	5	0
Future Volume (veh/h)	0	0	85	32	0	0	20	5	10	0	5	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1900	1441	1470	1900	1900	640	1900	418	0	1900	1900
Adj Flow Rate, veh/h	0	0	93	35	0	0	22	5	11	0	5	0
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	0	0	31	29	0	0	85	0	100	0	0	0
Cap, veh/h	5	0	266	80	623	0	145	754	141	0	189	0
Arrive On Green	0.00	0.00	0.16	0.06	0.00	0.00	0.24	0.40	0.40	0.00	0.05	0.00
Sat Flow, veh/h	1810	0	1610	1400	1900	0	610	1900	354	0	3800	0
Grp Volume(v), veh/h	0	0	93	35	0	0	22	5	11	0	5	0
Grp Sat Flow(s),veh/h/ln	1810	0	1610	1400	1900	0	610	1900	354	0	1805	0
Q Serve(g_s), s	0.0	0.0	1.9	0.9	0.0	0.0	1.1	0.1	0.7	0.0	0.0	0.0
Cycle Q Clear(g_c), s	0.0	0.0	1.9	0.9	0.0	0.0	1.1	0.1	0.7	0.0	0.0	0.0
Prop In Lane	1.00		1.00	1.00		0.00	1.00		1.00	0.00		0.00
Lane Grp Cap(c), veh/h	5	0	266	80	623	0	145	754	141	0	189	0
V/C Ratio(X)	0.00	0.00	0.35	0.44	0.00	0.00	0.15	0.01	0.08	0.00	0.03	0.00
Avail Cap(c_a), veh/h	335	0	1876	260	2214	0	145	2244	418	0	3021	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.00	0.00	1.00	1.00	0.00	0.00	1.00	1.00	1.00	0.00	1.00	0.00
Uniform Delay (d), s/veh	0.0	0.0	14.0	17.2	0.0	0.0	11.4	6.9	7.1	0.0	17.0	0.0
Incr Delay (d2), s/veh	0.0	0.0	0.8	3.8	0.0	0.0	2.2	0.0	0.2	0.0	0.1	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.0	0.7	0.3	0.0	0.0	0.2	0.0	0.1	0.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	0.0	0.0	14.8	21.0	0.0	0.0	13.6	6.9	7.3	0.0	17.0	0.0
LnGrp LOS			B	C			B	A	A		B	
Approach Vol, veh/h		93			35			38			5	
Approach Delay, s/veh		14.8			21.0			10.9			17.0	
Approach LOS		B			C			B			B	

Timer - Assigned Phs	1	2	3	4	6	7	8
Phs Duration (G+Y+Rc), s	13.0	7.8	6.2	10.8	20.8	0.0	17.0
Change Period (Y+Rc), s	4.0	5.8	4.0	4.6	5.8	4.0	4.6
Max Green Setting (Gmax), s	9.0	31.6	7.0	44.0	44.6	7.0	44.0
Max Q Clear Time (g_c+I1), s	3.1	2.0	2.9	3.9	2.7	0.0	0.0
Green Ext Time (p_c), s	0.0	0.0	0.0	0.6	0.0	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	15.2
HCM 7th LOS	B



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	3	49	46	10	160	1	17	2	19	0	0	1
Future Volume (veh/h)	3	49	46	10	160	1	17	2	19	0	0	1
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1559	1767	1263	1248	1900	1500	1159	1559	1900	1900	1900
Adj Flow Rate, veh/h	3	54	51	11	176	1	19	2	21	0	0	1
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	0	23	9	43	44	0	27	50	23	0	0	0
Cap, veh/h	7	732	370	18	611	415	35	499	299	6	219	98
Arrive On Green	0.00	0.25	0.25	0.01	0.26	0.26	0.02	0.23	0.23	0.00	0.00	0.06
Sat Flow, veh/h	1810	2962	1497	1203	2371	1610	1428	2202	1321	1810	3610	1610
Grp Volume(v), veh/h	3	54	51	11	176	1	19	2	21	0	0	1
Grp Sat Flow(s),veh/h/ln	1810	1481	1497	1203	1186	1610	1428	1101	1321	1810	1805	1610
Q Serve(g_s), s	0.0	0.4	0.8	0.3	1.7	0.0	0.4	0.0	0.4	0.0	0.0	0.0
Cycle Q Clear(g_c), s	0.0	0.4	0.8	0.3	1.7	0.0	0.4	0.0	0.4	0.0	0.0	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	7	732	370	18	611	415	35	499	299	6	219	98
V/C Ratio(X)	0.40	0.07	0.14	0.62	0.29	0.00	0.54	0.00	0.07	0.00	0.00	0.01
Avail Cap(c_a), veh/h	1277	4183	2114	849	3356	2279	1008	3109	1866	1277	5097	2273
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00
Uniform Delay (d), s/veh	14.1	8.2	8.3	13.9	8.4	7.8	13.7	8.5	8.6	0.0	0.0	12.5
Incr Delay (d2), s/veh	31.5	0.0	0.2	31.1	0.3	0.0	12.4	0.0	0.1	0.0	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.1	0.1	0.2	0.3	0.0	0.2	0.0	0.1	0.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	45.6	8.2	8.5	45.0	8.7	7.8	26.1	8.5	8.7	0.0	0.0	12.5
LnGrp LOS	D	A	A	D	A	A	C	A	A			B
Approach Vol, veh/h		108			188			42			1	
Approach Delay, s/veh		9.4			10.8			16.6			12.5	
Approach LOS		A			B			B			B	

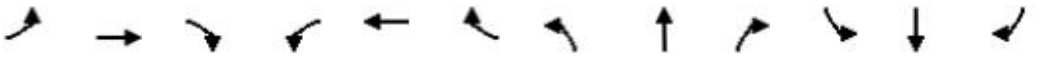
Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	4.4	11.7	0.0	12.2	4.1	12.0	4.7	7.5
Change Period (Y+Rc), s	4.0	4.7	4.0	5.8	4.0	4.7	4.0	5.8
Max Green Setting (Gmax), s	20.0	40.0	20.0	40.0	20.0	40.1	20.0	40.0
Max Q Clear Time (g_c+I1), s	2.3	2.8	0.0	2.4	2.0	3.7	2.4	2.0
Green Ext Time (p_c), s	0.0	0.5	0.0	0.0	0.0	1.2	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	11.1
HCM 7th LOS	B

Notes

User approved pedestrian interval to be less than phase max green.

C. Road Closure Detour with Reduced Cut-Through Volume Conditions Synchro Output Sheets



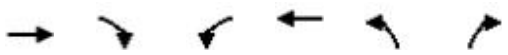
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	7	0	1	11	350	0	10	0	695	10	0
Future Volume (veh/h)	0	7	0	1	11	350	0	10	0	695	10	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1900	1648	1026	1900	1085	1604	1189	1411	1796	1159	1900
Adj Flow Rate, veh/h	0	7	0	1	11	365	0	10	0	724	10	0
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	0	0	17	59	0	55	20	48	33	7	50	0
Cap, veh/h	4	264	194	2	418	830	3	451	239	972	663	922
Arrive On Green	0.00	0.14	0.00	0.00	0.22	0.22	0.00	0.20	0.00	0.29	0.57	0.00
Sat Flow, veh/h	1810	1900	1397	977	1900	1618	1527	2258	1196	3319	1159	1610
Grp Volume(v), veh/h	0	7	0	1	11	365	0	10	0	724	10	0
Grp Sat Flow(s),veh/h/ln	1810	1900	1397	977	1900	809	1527	1129	1196	1659	1159	1610
Q Serve(g_s), s	0.0	0.2	0.0	0.1	0.2	7.1	0.0	0.2	0.0	9.9	0.2	0.0
Cycle Q Clear(g_c), s	0.0	0.2	0.0	0.1	0.2	7.1	0.0	0.2	0.0	9.9	0.2	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	4	264	194	2	418	830	3	451	239	972	663	922
V/C Ratio(X)	0.00	0.03	0.00	0.51	0.03	0.44	0.00	0.02	0.00	0.74	0.02	0.00
Avail Cap(c_a), veh/h	181	508	373	97	508	907	152	460	243	4171	1577	2191
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.00	1.00	0.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	0.0	18.6	0.0	25.0	15.3	7.7	0.0	16.1	0.0	16.0	4.6	0.0
Incr Delay (d2), s/veh	0.0	0.0	0.0	131.4	0.0	0.4	0.0	0.0	0.0	1.2	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.1	0.0	0.1	0.1	0.9	0.0	0.0	0.0	3.1	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	0.0	18.7	0.0	156.5	15.4	8.0	0.0	16.1	0.0	17.2	4.6	0.0
LnGrp LOS		B		F	B	A		B		B	A	
Approach Vol, veh/h		7			377			10			734	
Approach Delay, s/veh		18.7			8.6			16.1			17.0	
Approach LOS		B			A			B			B	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	0.0	34.5	4.1	11.6	18.7	15.8	0.0	15.6
Change Period (Y+Rc), s	4.0	5.8	4.0	4.6	4.0	5.8	4.0	4.6
Max Green Setting (Gmax), s	5.0	68.2	5.0	13.4	63.0	10.2	5.0	13.4
Max Q Clear Time (g_c+I1), s	0.0	2.2	2.1	2.2	11.9	2.2	0.0	9.1
Green Ext Time (p_c), s	0.0	0.0	0.0	0.0	2.8	0.0	0.0	0.7

Intersection Summary	
HCM 7th Control Delay, s/veh	14.2
HCM 7th LOS	B

Notes

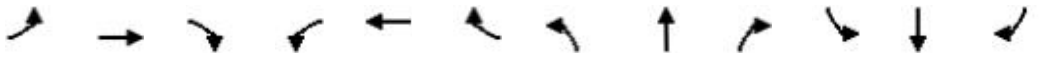
User approved pedestrian interval to be less than phase max green.



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (veh/h)	311	391	16	80	282	13
Future Volume (veh/h)	311	391	16	80	282	13
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1544	1796	789	1366	1085	1900
Adj Flow Rate, veh/h	324	407	17	83	294	14
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	24	7	75	36	55	0
Cap, veh/h	963	499	193	852	538	839
Arrive On Green	0.33	0.33	0.33	0.33	0.52	0.52
Sat Flow, veh/h	3011	1522	306	2665	1033	1610
Grp Volume(v), veh/h	324	407	17	83	294	14
Grp Sat Flow(s),veh/h/ln	1467	1522	306	1298	1033	1610
Q Serve(g_s), s	5.1	15.0	2.7	1.4	11.6	0.3
Cycle Q Clear(g_c), s	5.1	15.0	7.8	1.4	11.6	0.3
Prop In Lane		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h	963	499	193	852	538	839
V/C Ratio(X)	0.34	0.81	0.09	0.10	0.55	0.02
Avail Cap(c_a), veh/h	1462	759	245	1294	538	839
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.80	0.80	0.99	0.99	1.00	1.00
Uniform Delay (d), s/veh	15.5	18.8	18.4	14.2	9.8	7.1
Incr Delay (d2), s/veh	0.2	3.3	0.2	0.0	3.9	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.5	5.1	0.2	0.4	2.6	0.1
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	15.6	22.1	18.6	14.3	13.7	7.1
LnGrp LOS	B	C	B	B	B	A
Approach Vol, veh/h	731			100	308	
Approach Delay, s/veh	19.3			15.0	13.4	
Approach LOS	B			B	B	

Timer - Assigned Phs	2	4	8
Phs Duration (G+Y+Rc), s	36.4	24.6	24.6
Change Period (Y+Rc), s	4.6	4.6	4.6
Max Green Setting (Gmax), s	21.4	30.4	30.4
Max Q Clear Time (g_c+I1), s	13.6	17.0	9.8
Green Ext Time (p_c), s	0.6	3.1	0.7

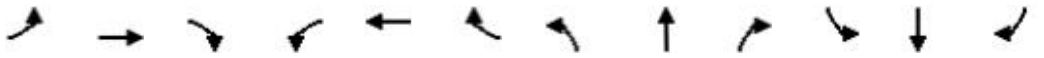
Intersection Summary	
HCM 7th Control Delay, s/veh	17.3
HCM 7th LOS	B



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	95	300	6	44	15	264	146	9	14	235	2
Future Volume (veh/h)	0	95	300	6	44	15	264	146	9	14	235	2
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1470	1796	418	1203	1900	1085	1307	1900	1900	1500	1159
Adj Flow Rate, veh/h	0	99	312	6	46	16	275	152	9	15	245	2
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	0	29	7	100	47	0	55	40	0	0	27	50
Cap, veh/h	2	112	352	3	354	123	298	981	636	32	353	122
Arrive On Green	0.00	0.36	0.36	0.01	0.41	0.41	0.29	0.39	0.39	0.02	0.12	0.12
Sat Flow, veh/h	1810	312	982	398	853	297	1033	2484	1610	1810	2850	982
Grp Volume(v), veh/h	0	0	411	6	0	62	275	152	9	15	245	2
Grp Sat Flow(s),veh/h/ln	1810	0	1293	398	0	1150	1033	1242	1610	1810	1425	982
Q Serve(g_s), s	0.0	0.0	24.9	0.6	0.0	2.8	21.5	3.3	0.3	0.7	6.9	0.1
Cycle Q Clear(g_c), s	0.0	0.0	24.9	0.6	0.0	2.8	21.5	3.3	0.3	0.7	6.9	0.1
Prop In Lane	1.00		0.76	1.00		0.26	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	2	0	464	3	0	477	298	981	636	32	353	122
V/C Ratio(X)	0.00	0.00	0.89	1.94	0.00	0.13	0.92	0.15	0.01	0.47	0.69	0.02
Avail Cap(c_a), veh/h	109	0	876	24	0	779	409	1945	1261	109	1273	439
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	0.0	0.0	25.1	41.3	0.0	15.1	28.7	16.2	15.3	40.5	35.0	32.0
Incr Delay (d2), s/veh	0.0	0.0	5.8	603.0	0.0	0.1	21.5	0.1	0.0	10.4	2.4	0.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.0	7.8	0.6	0.0	0.7	6.6	0.9	0.1	0.4	2.4	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	0.0	0.0	30.9	644.3	0.0	15.2	50.2	16.3	15.3	50.9	37.4	32.1
LnGrp LOS			C	F		B	D	B	B	D	D	C
Approach Vol, veh/h		411			68			436			262	
Approach Delay, s/veh		30.9			70.7			37.7			38.1	
Approach LOS		C			E			D			D	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	4.6	34.5	5.5	38.7	0.0	39.1	28.0	16.1
Change Period (Y+Rc), s	4.0	4.6	4.0	5.8	4.0	4.6	4.0	5.8
Max Green Setting (Gmax), s	5.0	56.4	5.0	65.2	5.0	56.4	33.0	37.2
Max Q Clear Time (g_c+I1), s	2.6	26.9	2.7	5.3	0.0	4.8	23.5	8.9
Green Ext Time (p_c), s	0.0	3.0	0.0	1.0	0.0	0.3	0.6	1.5

Intersection Summary	
HCM 7th Control Delay, s/veh	37.3
HCM 7th LOS	D



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	143	56	11	74	457	269	12	7	6	22	14	505
Future Volume (veh/h)	143	56	11	74	457	269	12	7	6	22	14	505
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1085	1174	700	1900	1826	1707	907	1055	1411	1604	1574	1796
Adj Flow Rate, veh/h	149	58	11	77	476	280	12	7	6	23	15	526
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	55	49	81	0	5	13	67	57	33	20	22	7
Cap, veh/h	163	418	211	127	490	388	21	189	162	62	591	572
Arrive On Green	0.16	0.36	0.36	0.07	0.27	0.27	0.02	0.36	0.36	0.04	0.38	0.38
Sat Flow, veh/h	1033	1174	593	1810	1826	1447	864	525	450	1527	1574	1522
Grp Volume(v), veh/h	149	58	11	77	476	280	12	0	13	23	15	526
Grp Sat Flow(s),veh/h/ln	1033	1174	593	1810	1826	1447	864	0	974	1527	1574	1522
Q Serve(g_s), s	16.7	3.9	1.4	4.8	30.3	20.6	1.6	0.0	1.0	1.7	0.7	38.7
Cycle Q Clear(g_c), s	16.7	3.9	1.4	4.8	30.3	20.6	1.6	0.0	1.0	1.7	0.7	38.7
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.46	1.00		1.00
Lane Grp Cap(c), veh/h	163	418	211	127	490	388	21	0	351	62	591	572
V/C Ratio(X)	0.91	0.14	0.05	0.60	0.97	0.72	0.56	0.00	0.04	0.37	0.03	0.92
Avail Cap(c_a), veh/h	176	418	211	216	490	388	66	0	359	455	928	898
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	48.6	25.6	24.8	53.0	42.5	38.9	56.6	0.0	24.4	54.9	23.1	34.9
Incr Delay (d2), s/veh	42.1	0.2	0.1	4.5	33.3	7.0	20.8	0.0	0.1	3.7	0.0	11.6
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	6.1	1.1	0.2	2.3	17.4	7.8	0.5	0.0	0.2	0.7	0.3	15.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	90.7	25.8	24.9	57.5	75.8	45.9	77.4	0.0	24.4	58.5	23.1	46.6
LnGrp LOS	F	C	C	E	E	D	E		C	E	C	D
Approach Vol, veh/h		218			833			25			564	
Approach Delay, s/veh		70.1			64.1			49.9			46.4	
Approach LOS		E			E			D			D	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	12.3	48.3	8.7	48.1	22.6	38.0	6.9	49.9
Change Period (Y+Rc), s	4.0	* 6.5	4.0	5.8	4.0	6.5	4.0	5.8
Max Green Setting (Gmax), s	14.0	* 38	35.0	43.2	20.0	31.5	9.0	69.2
Max Q Clear Time (g_c+I1), s	6.8	5.9	3.7	3.0	18.7	32.3	3.6	40.7
Green Ext Time (p_c), s	0.1	0.4	0.0	0.0	0.0	0.0	0.0	3.4

Intersection Summary	
HCM 7th Control Delay, s/veh	58.6
HCM 7th LOS	E

Notes

User approved pedestrian interval to be less than phase max green.

* HCM 7th computational engine requires equal clearance times for the phases crossing the barrier.

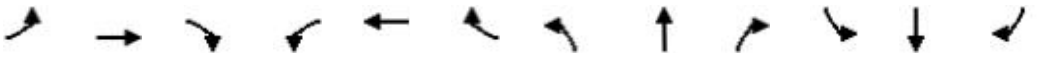
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	3	202	20	45	920	9	34	0	8	0	0	0
Future Volume (veh/h)	3	202	20	45	920	9	34	0	8	0	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	418	1085	1115	1559	1811	1900	685	1900	596	1900	1900	1900
Adj Flow Rate, veh/h	3	210	21	47	958	9	35	0	8	0	0	0
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	100	55	53	23	6	0	82	0	88	0	0	0
Cap, veh/h	2	352	307	93	686	6	36	0	80	1	1	0
Arrive On Green	0.00	0.32	0.32	0.06	0.38	0.38	0.06	0.00	0.05	0.00	0.00	0.00
Sat Flow, veh/h	398	1085	945	1485	1791	17	652	0	1610	1810	1900	0
Grp Volume(v), veh/h	3	210	21	47	0	967	35	0	8	0	0	0
Grp Sat Flow(s),veh/h/ln	398	1085	945	1485	0	1808	652	0	1610	1810	1900	0
Q Serve(g_s), s	0.6	21.1	2.0	4.0	0.0	49.8	7.0	0.0	0.6	0.0	0.0	0.0
Cycle Q Clear(g_c), s	0.6	21.1	2.0	4.0	0.0	49.8	7.0	0.0	0.6	0.0	0.0	0.0
Prop In Lane	1.00		1.00	1.00		0.01	1.00		1.00	1.00		0.00
Lane Grp Cap(c), veh/h	2	352	307	93	0	692	36	0	80	1	1	0
V/C Ratio(X)	1.59	0.60	0.07	0.50	0.00	1.40	0.97	0.00	0.10	0.00	0.00	0.00
Avail Cap(c_a), veh/h	37	352	307	171	0	692	60	0	524	167	620	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	0.59	0.00	0.59	1.00	0.00	1.00	0.00	0.00	0.00
Uniform Delay (d), s/veh	64.7	36.8	30.3	59.0	0.0	40.1	61.3	0.0	59.0	0.0	0.0	0.0
Incr Delay (d2), s/veh	401.9	7.3	0.4	0.9	0.0	184.1	80.8	0.0	0.2	0.0	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.3	6.1	0.5	1.5	0.0	56.4	2.0	0.0	0.3	0.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	466.6	44.0	30.8	59.9	0.0	224.2	142.1	0.0	59.2	0.0	0.0	0.0
LnGrp LOS	F	D	C	E		F	F		E			
Approach Vol, veh/h		234			1014			43			0	
Approach Delay, s/veh		48.3			216.6			126.6			0.0	
Approach LOS		D			F			F				

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	12.2	48.0	11.2	0.0	4.6	55.6	0.0	11.2
Change Period (Y+Rc), s	4.0	5.8	4.0	* 4.7	4.0	5.8	4.0	4.7
Max Green Setting (Gmax), s	15.0	42.2	12.0	* 42	12.0	45.2	12.0	42.3
Max Q Clear Time (g_c+I1), s	6.0	23.1	9.0	0.0	2.6	51.8	0.0	2.6
Green Ext Time (p_c), s	0.0	1.1	0.0	0.0	0.0	0.0	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	183.1
HCM 7th LOS	F

Notes

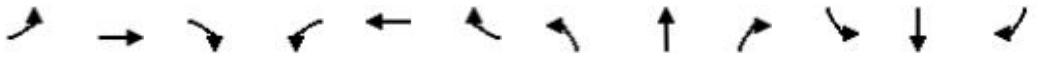
* HCM 7th computational engine requires equal clearance times for the phases crossing the barrier.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	9	212	76	70	866	18	93	1	13	0	2	0
Future Volume (veh/h)	9	212	76	70	866	18	93	1	13	0	2	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1218	1085	477	848	1796	1796	433	418	418	1900	418	1900
Adj Flow Rate, veh/h	9	221	79	73	902	19	97	1	14	0	2	0
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	46	55	96	71	7	7	99	100	100	0	100	0
Cap, veh/h	22	898	123	81	1314	586	98	6	82	4	3	0
Arrive On Green	0.02	0.30	0.30	0.10	0.39	0.39	0.12	0.25	0.25	0.00	0.01	0.00
Sat Flow, veh/h	1160	2962	404	807	3413	1522	800	24	334	1810	418	0
Grp Volume(v), veh/h	9	221	79	73	902	19	97	0	15	0	2	0
Grp Sat Flow(s),veh/h/ln	1160	987	404	807	1706	1522	400	0	358	1810	418	0
Q Serve(g_s), s	0.4	2.9	8.7	4.6	11.3	0.4	6.2	0.0	1.7	0.0	0.2	0.0
Cycle Q Clear(g_c), s	0.4	2.9	8.7	4.6	11.3	0.4	6.2	0.0	1.7	0.0	0.2	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.93	1.00		0.00
Lane Grp Cap(c), veh/h	22	898	123	81	1314	586	98	0	88	4	3	0
V/C Ratio(X)	0.41	0.25	0.64	0.90	0.69	0.03	0.99	0.00	0.17	0.00	0.73	0.00
Avail Cap(c_a), veh/h	452	2308	315	315	2659	1186	312	0	300	353	98	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	0.00
Uniform Delay (d), s/veh	24.9	13.5	15.5	22.8	13.2	9.8	22.5	0.0	15.3	0.0	25.5	0.0
Incr Delay (d2), s/veh	4.6	0.1	5.6	12.2	0.6	0.0	24.5	0.0	0.3	0.0	83.6	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.5	0.9	1.0	3.3	0.1	0.9	0.0	0.1	0.0	0.1	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	29.5	13.6	21.0	35.0	13.8	9.8	47.0	0.0	15.6	0.0	109.0	0.0
LnGrp LOS	C	B	C	D	B	A	D		B		F	
Approach Vol, veh/h		309			994			112			2	
Approach Delay, s/veh		16.0			15.3			42.8			109.0	
Approach LOS		B			B			D			F	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	11.2	21.6	12.3	6.3	7.0	25.8	0.0	18.6
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Max Green Setting (Gmax), s	20.0	40.0	20.0	12.0	20.0	40.0	10.0	43.0
Max Q Clear Time (g_c+I1), s	6.6	10.7	8.2	2.2	2.4	13.3	0.0	3.7
Green Ext Time (p_c), s	0.1	1.7	0.1	0.0	0.0	6.4	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	17.8
HCM 7th LOS	B



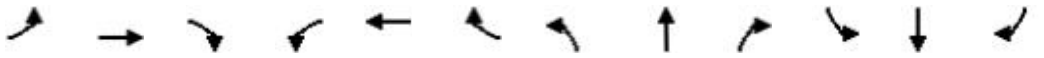
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	8	294	22	78	859	22	25	0	1	2	1	4
Future Volume (veh/h)	8	294	22	78	859	22	25	0	1	2	1	4
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1530	877	1900	1900	1796	1737	1900	1900	1900	1900	1900	1159
Adj Flow Rate, veh/h	8	306	23	81	895	23	26	0	1	2	1	4
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	25	69	0	0	7	11	0	0	0	0	0	50
Cap, veh/h	31	633	426	253	1308	564	111	0	112	10	4	18
Arrive On Green	0.02	0.26	0.26	0.14	0.38	0.38	0.06	0.00	0.07	0.01	0.01	0.01
Sat Flow, veh/h	1457	2395	1610	1810	3413	1472	1810	0	1610	1810	332	1329
Grp Volume(v), veh/h	8	306	23	81	895	23	26	0	1	2	0	5
Grp Sat Flow(s),veh/h/ln	1457	798	1610	1810	1706	1472	1810	0	1610	1810	0	1661
Q Serve(g_s), s	0.2	5.0	0.5	1.9	10.1	0.5	0.6	0.0	0.0	0.1	0.0	0.1
Cycle Q Clear(g_c), s	0.2	5.0	0.5	1.9	10.1	0.5	0.6	0.0	0.0	0.1	0.0	0.1
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		0.80
Lane Grp Cap(c), veh/h	31	633	426	253	1308	564	111	0	112	10	0	22
V/C Ratio(X)	0.26	0.48	0.05	0.32	0.68	0.04	0.23	0.00	0.01	0.20	0.00	0.22
Avail Cap(c_a), veh/h	632	1559	1048	785	2221	958	1963	0	349	589	0	360
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	22.2	14.3	12.7	17.8	11.9	8.9	20.6	0.0	20.0	22.8	0.0	22.5
Incr Delay (d2), s/veh	1.6	0.6	0.1	0.3	0.6	0.0	1.5	0.0	0.0	3.6	0.0	1.9
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.7	0.2	0.7	2.8	0.1	0.3	0.0	0.0	0.0	0.0	0.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	23.8	14.9	12.7	18.1	12.5	8.9	22.1	0.0	20.0	26.5	0.0	24.4
LnGrp LOS	C	B	B	B	B	A	C		B	C		C
Approach Vol, veh/h		337			999			27			7	
Approach Delay, s/veh		14.9			12.9			22.0			25.0	
Approach LOS		B			B			C			C	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	12.5	18.2	8.8	6.6	7.0	23.7	6.3	9.2
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Max Green Setting (Gmax), s	20.0	30.0	50.0	10.0	20.0	30.0	15.0	10.0
Max Q Clear Time (g_c+I1), s	3.9	7.0	2.6	2.1	2.2	12.1	2.1	2.0
Green Ext Time (p_c), s	0.1	2.0	0.1	0.0	0.0	5.6	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	13.6
HCM 7th LOS	B

Notes

User approved pedestrian interval to be less than phase max green.



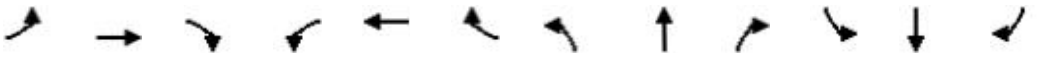
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	5	45	165	729	65	94	29	5	249	30	6	5
Future Volume (veh/h)	5	45	165	729	65	94	29	5	249	30	6	5
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1069	1028	1722	1134	1561	1248	957	944	907	807	1702	1203
Adj Flow Rate, veh/h	5	47	172	759	68	98	30	5	259	31	6	5
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	14	55	12	7	17	44	26	61	67	42	7	47
Cap, veh/h	11	134	191	1304	1158	845	39	135	944	86	293	92
Arrive On Green	0.01	0.13	0.13	0.62	0.74	0.74	0.04	0.08	0.08	0.06	0.09	0.09
Sat Flow, veh/h	1018	1028	1459	2096	1561	1058	911	1793	1353	1491	3233	1020
Grp Volume(v), veh/h	5	47	172	759	68	98	30	5	259	31	6	5
Grp Sat Flow(s),veh/h/ln	1018	1028	1459	1048	1561	1058	911	896	676	745	1617	1020
Q Serve(g_s), s	0.7	6.3	17.5	32.4	1.8	3.1	4.9	0.4	10.8	3.0	0.3	0.7
Cycle Q Clear(g_c), s	0.7	6.3	17.5	32.4	1.8	3.1	4.9	0.4	10.8	3.0	0.3	0.7
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	11	134	191	1304	1158	845	39	135	944	86	293	92
V/C Ratio(X)	0.44	0.35	0.90	0.58	0.06	0.12	0.77	0.04	0.27	0.36	0.02	0.05
Avail Cap(c_a), veh/h	81	152	217	1304	1158	845	84	135	944	118	293	92
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	74.2	59.8	64.7	16.9	5.3	3.4	71.6	64.7	8.5	68.4	62.5	62.7
Incr Delay (d2), s/veh	23.9	1.5	33.4	0.8	0.0	0.1	26.8	0.1	0.2	2.5	0.0	0.2
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.3	1.7	8.2	7.5	0.5	0.5	1.4	0.1	1.5	0.6	0.1	0.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	98.1	61.3	98.0	17.7	5.3	3.4	98.4	64.8	8.7	71.0	62.6	63.0
LnGrp LOS	F	E	F	B	A	A	F	E	A	E	E	E
Approach Vol, veh/h		224			925			294			42	
Approach Delay, s/veh		90.3			15.3			18.8			68.8	
Approach LOS		F			B			B			E	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	12.7	16.0	97.9	24.3	10.4	18.3	5.7	116.6
Change Period (Y+Rc), s	4.0	4.6	4.0	4.6	4.0	4.6	4.0	4.6
Max Green Setting (Gmax), s	12.0	11.4	88.0	22.4	14.0	9.4	12.0	98.4
Max Q Clear Time (g_c+I1), s	5.0	12.8	34.4	19.5	6.9	2.7	2.7	5.1
Green Ext Time (p_c), s	0.0	0.0	5.1	0.2	0.0	0.0	0.0	0.7

Intersection Summary	
HCM 7th Control Delay, s/veh	28.8
HCM 7th LOS	C

Notes

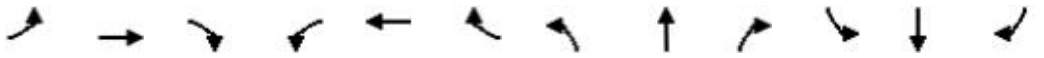
User approved pedestrian interval to be less than phase max green.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	1	13	23	1	0	91	5	8	0	5	0
Future Volume (veh/h)	0	1	13	23	1	0	91	5	8	0	5	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	418	418	714	418	1900	1574	1900	418	0	1900	1900
Adj Flow Rate, veh/h	0	1	14	24	1	0	95	5	8	0	5	0
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	0	100	100	80	100	0	22	0	100	0	0	0
Cap, veh/h	3	6	83	88	188	0	444	762	142	0	111	0
Arrive On Green	0.00	0.25	0.25	0.13	0.45	0.00	0.30	0.40	0.40	0.00	0.03	0.00
Sat Flow, veh/h	1810	24	334	680	418	0	1499	1900	354	0	3800	0
Grp Volume(v), veh/h	0	0	15	24	1	0	95	5	8	0	5	0
Grp Sat Flow(s),veh/h/ln	1810	0	358	680	418	0	1499	1900	354	0	1805	0
Q Serve(g_s), s	0.0	0.0	1.8	1.7	0.1	0.0	2.6	0.1	0.7	0.0	0.1	0.0
Cycle Q Clear(g_c), s	0.0	0.0	1.8	1.7	0.1	0.0	2.6	0.1	0.7	0.0	0.1	0.0
Prop In Lane	1.00		0.93	1.00		0.00	1.00		1.00	0.00		0.00
Lane Grp Cap(c), veh/h	3	0	88	88	188	0	444	762	142	0	111	0
V/C Ratio(X)	0.00	0.00	0.17	0.27	0.01	0.00	0.21	0.01	0.06	0.00	0.05	0.00
Avail Cap(c_a), veh/h	235	0	88	88	188	0	444	950	177	0	468	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.00	0.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	0.00	1.00	0.00
Uniform Delay (d), s/veh	0.0	0.0	16.0	21.2	8.2	0.0	14.3	9.7	9.9	0.0	25.4	0.0
Incr Delay (d2), s/veh	0.0	0.0	4.1	7.5	0.1	0.0	1.1	0.0	0.2	0.0	0.2	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.0	0.2	0.4	0.0	0.0	0.8	0.0	0.1	0.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	0.0	0.0	20.1	28.7	8.2	0.0	15.4	9.7	10.1	0.0	25.6	0.0
LnGrp LOS			C	C	A		B	A	B		C	
Approach Vol, veh/h		15			25			108			5	
Approach Delay, s/veh		20.1			27.8			14.7			25.6	
Approach LOS		C			C			B			C	

Timer - Assigned Phs	1	2	3	4		6	7	8				
Phs Duration (G+Y+Rc), s	20.0	5.7	11.0	17.3		25.7	0.0	28.3				
Change Period (Y+Rc), s	4.0	4.0	4.0	4.0		4.0	4.0	4.0				
Max Green Setting (Gmax), s	16.0	7.0	7.0	8.0		27.0	7.0	8.0				
Max Q Clear Time (g_c+I1), s	4.6	2.1	3.7	3.8		2.7	0.0	2.1				
Green Ext Time (p_c), s	0.1	0.0	0.0	0.0		0.0	0.0	0.0				

Intersection Summary	
HCM 7th Control Delay, s/veh	17.7
HCM 7th LOS	B



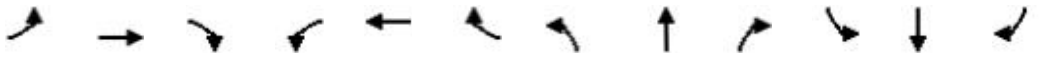
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	4	76	244	7	18	0	75	22	64	2	0	3
Future Volume (veh/h)	4	76	244	7	18	0	75	22	64	2	0	3
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1559	1767	1263	1248	1900	1500	1159	1559	1900	1900	1900
Adj Flow Rate, veh/h	4	79	254	7	19	0	78	23	67	2	0	3
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	0	23	9	43	44	0	27	50	23	0	0	0
Cap, veh/h	10	729	368	11	593	403	107	530	318	5	609	272
Arrive On Green	0.01	0.25	0.25	0.01	0.25	0.00	0.07	0.24	0.24	0.00	0.00	0.17
Sat Flow, veh/h	1810	2962	1497	1203	2371	1610	1428	2202	1321	1810	3610	1610
Grp Volume(v), veh/h	4	79	254	7	19	0	78	23	67	2	0	3
Grp Sat Flow(s),veh/h/ln	1810	1481	1497	1203	1186	1610	1428	1101	1321	1810	1805	1610
Q Serve(g_s), s	0.1	0.8	5.7	0.2	0.2	0.0	2.0	0.3	1.5	0.0	0.0	0.1
Cycle Q Clear(g_c), s	0.1	0.8	5.7	0.2	0.2	0.0	2.0	0.3	1.5	0.0	0.0	0.1
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	10	729	368	11	593	403	107	530	318	5	609	272
V/C Ratio(X)	0.41	0.11	0.69	0.62	0.03	0.00	0.73	0.04	0.21	0.40	0.00	0.01
Avail Cap(c_a), veh/h	245	3572	1805	163	2859	1942	464	1014	609	245	978	436
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	18.3	10.8	12.6	18.2	10.5	0.0	16.7	10.8	11.2	18.4	0.0	12.8
Incr Delay (d2), s/veh	24.7	0.1	2.3	44.7	0.0	0.0	9.3	0.0	0.3	45.0	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.2	1.5	0.2	0.0	0.0	0.8	0.1	0.3	0.1	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	43.0	10.8	14.9	62.9	10.5	0.0	26.0	10.8	11.5	63.4	0.0	12.8
LnGrp LOS	D	B	B	E	B		C	B	B	E		B
Approach Vol, veh/h		337			26			168			5	
Approach Delay, s/veh		14.3			24.6			18.1			33.0	
Approach LOS		B			C			B			C	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	4.3	13.8	4.1	14.7	4.2	13.9	6.8	12.0
Change Period (Y+Rc), s	4.0	4.7	4.0	5.8	4.0	4.7	4.0	5.8
Max Green Setting (Gmax), s	5.0	44.5	5.0	17.0	5.0	44.5	12.0	10.0
Max Q Clear Time (g_c+I1), s	2.2	7.7	2.0	3.5	2.1	2.2	4.0	2.1
Green Ext Time (p_c), s	0.0	1.4	0.0	0.2	0.0	0.1	0.1	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	16.2
HCM 7th LOS	B

Notes

User approved pedestrian interval to be less than phase max green.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	2	7	0	0	4	840	0	0	0	381	0	2
Future Volume (veh/h)	2	7	0	0	4	840	0	0	0	381	0	2
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1159	1159	1604	1411	418	1737	1900	1159	1070	1574	1159	1900
Adj Flow Rate, veh/h	2	8	0	0	4	923	0	0	0	419	0	2
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	50	50	20	33	100	11	0	50	56	22	50	0
Cap, veh/h	3	170	199	1	43	2161	2	2	1	2123	868	1206
Arrive On Green	0.00	0.15	0.00	0.00	0.10	0.10	0.00	0.00	0.00	0.73	0.00	0.75
Sat Flow, veh/h	1104	1159	1359	1344	418	2591	1810	2202	907	2908	1159	1610
Grp Volume(v), veh/h	2	8	0	0	4	923	0	0	0	419	0	2
Grp Sat Flow(s),veh/h/ln	1104	1159	1359	1344	418	1295	1810	1101	907	1454	1159	1610
Q Serve(g_s), s	0.2	0.6	0.0	0.0	0.9	9.2	0.0	0.0	0.0	4.5	0.0	0.0
Cycle Q Clear(g_c), s	0.2	0.6	0.0	0.0	0.9	9.2	0.0	0.0	0.0	4.5	0.0	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	3	170	199	1	43	2161	2	2	1	2123	868	1206
V/C Ratio(X)	0.67	0.05	0.00	0.00	0.09	0.43	0.00	0.00	0.00	0.20	0.00	0.00
Avail Cap(c_a), veh/h	121	190	223	67	43	2161	90	313	129	2123	868	1206
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	0.00	0.76	0.76	0.00	0.00	0.00	0.99	0.00	0.99
Uniform Delay (d), s/veh	49.8	36.7	0.0	0.0	40.5	2.1	0.0	0.0	0.0	4.3	0.0	3.1
Incr Delay (d2), s/veh	137.6	0.1	0.0	0.0	0.7	0.1	0.0	0.0	0.0	0.0	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	0.2	0.0	0.0	0.1	1.1	0.0	0.0	0.0	1.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	187.5	36.8	0.0	0.0	41.2	2.2	0.0	0.0	0.0	4.3	0.0	3.1
LnGrp LOS	F	D			D	A				A		A
Approach Vol, veh/h		10			927			0			421	
Approach Delay, s/veh		66.9			2.4			0.0			4.3	
Approach LOS		E			A						A	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	0.0	80.7	0.0	19.3	77.0	3.7	4.3	15.0
Change Period (Y+Rc), s	4.0	5.8	4.0	4.6	4.0	5.8	4.0	4.6
Max Green Setting (Gmax), s	5.0	55.2	5.0	16.4	46.0	14.2	11.0	10.4
Max Q Clear Time (g_c+I1), s	0.0	2.0	0.0	2.6	6.5	0.0	2.2	11.2
Green Ext Time (p_c), s	0.0	0.0	0.0	0.0	1.5	0.0	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	3.5
HCM 7th LOS	A

Notes

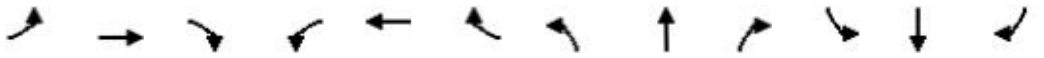
User approved pedestrian interval to be less than phase max green.



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (veh/h)	82	306	23	155	689	16
Future Volume (veh/h)	82	306	23	155	689	16
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1100	1574	1900	1559	1737	418
Adj Flow Rate, veh/h	90	336	25	170	757	18
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	54	22	0	23	11	100
Cap, veh/h	587	374	353	832	956	205
Arrive On Green	0.28	0.28	0.28	0.28	0.58	0.58
Sat Flow, veh/h	2144	1334	977	3040	1654	354
Grp Volume(v), veh/h	90	336	25	170	757	18
Grp Sat Flow(s),veh/h/ln	1045	1334	977	1481	1654	354
Q Serve(g_s), s	2.1	15.7	1.3	2.8	23.2	1.5
Cycle Q Clear(g_c), s	2.1	15.7	3.4	2.8	23.2	1.5
Prop In Lane		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h	587	374	353	832	956	205
V/C Ratio(X)	0.15	0.90	0.07	0.20	0.79	0.09
Avail Cap(c_a), veh/h	656	419	386	930	956	205
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.99	0.99	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	17.6	22.5	18.8	17.8	10.7	6.1
Incr Delay (d2), s/veh	0.1	20.0	0.1	0.1	6.7	0.8
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.5	6.5	0.3	0.9	8.1	0.1
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	17.7	42.5	18.9	18.0	17.4	7.0
LnGrp LOS	B	D	B	B	B	A
Approach Vol, veh/h	426			195	775	
Approach Delay, s/veh	37.3			18.1	17.1	
Approach LOS	D			B	B	

Timer - Assigned Phs		2		4		8
Phs Duration (G+Y+Rc), s		42.2		22.8		22.8
Change Period (Y+Rc), s		4.6		4.6		4.6
Max Green Setting (Gmax), s		35.4		20.4		20.4
Max Q Clear Time (g_c+I1), s		25.2		17.7		5.4
Green Ext Time (p_c), s		2.3		0.5		0.9

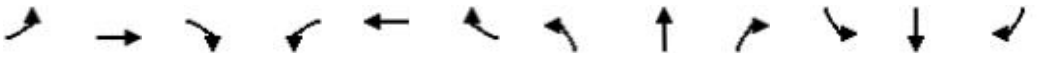
Intersection Summary		
HCM 7th Control Delay, s/veh	23.4	
HCM 7th LOS	C	



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	1	31	309	11	67	18	627	19	7	13	41	2
Future Volume (veh/h)	1	31	309	11	67	18	627	19	7	13	41	2
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1085	1796	1574	1530	1693	1900	1737	1426	418	1811	1411	1441
Adj Flow Rate, veh/h	1	34	340	12	74	20	689	21	8	14	45	2
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	55	7	22	25	14	0	11	32	100	6	33	31
Cap, veh/h	1	38	375	21	360	97	643	1295	169	29	284	129
Arrive On Green	0.00	0.27	0.27	0.01	0.28	0.28	0.39	0.48	0.48	0.02	0.11	0.11
Sat Flow, veh/h	1033	140	1403	1457	1283	347	1654	2709	354	1725	2681	1221
Grp Volume(v), veh/h	1	0	374	12	0	94	689	21	8	14	45	2
Grp Sat Flow(s),veh/h/ln	1033	0	1544	1457	0	1630	1654	1354	354	1725	1340	1221
Q Serve(g_s), s	0.1	0.0	19.3	0.7	0.0	3.6	32.0	0.3	1.0	0.7	1.3	0.1
Cycle Q Clear(g_c), s	0.1	0.0	19.3	0.7	0.0	3.6	32.0	0.3	1.0	0.7	1.3	0.1
Prop In Lane	1.00		0.91	1.00		0.21	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	1	0	413	21	0	458	643	1295	169	29	284	129
V/C Ratio(X)	0.70	0.00	0.91	0.57	0.00	0.21	1.07	0.02	0.05	0.49	0.16	0.02
Avail Cap(c_a), veh/h	63	0	461	88	0	487	643	1295	169	105	326	148
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	41.1	0.0	29.2	40.3	0.0	22.6	25.2	11.3	11.5	40.1	33.5	33.0
Incr Delay (d2), s/veh	235.8	0.0	20.0	21.5	0.0	0.2	56.3	0.0	0.1	12.3	0.3	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.0	9.0	0.4	0.0	1.3	21.0	0.1	0.1	0.4	0.4	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	276.9	0.0	49.2	61.8	0.0	22.8	81.5	11.3	11.6	52.4	33.7	33.0
LnGrp LOS	F		D	E		C	F	B	B	D	C	C
Approach Vol, veh/h		375			106			718			61	
Approach Delay, s/veh		49.8			27.2			78.7			38.0	
Approach LOS		D			C			E			D	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	5.2	26.6	5.4	45.2	4.1	27.7	36.0	14.5
Change Period (Y+Rc), s	4.0	4.6	4.0	5.8	4.0	4.6	4.0	5.8
Max Green Setting (Gmax), s	5.0	24.6	5.0	37.0	5.0	24.6	32.0	10.0
Max Q Clear Time (g_c+I1), s	2.7	21.3	2.7	3.0	2.1	5.6	34.0	3.3
Green Ext Time (p_c), s	0.0	0.7	0.0	0.1	0.0	0.3	0.0	0.1

Intersection Summary	
HCM 7th Control Delay, s/veh	63.8
HCM 7th LOS	E



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	543	251	27	16	87	47	37	63	63	107	16	238
Future Volume (veh/h)	543	251	27	16	87	47	37	63	63	107	16	238
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1737	1796	1159	1530	1693	1900	1648	1781	1826	1811	1411	1574
Adj Flow Rate, veh/h	597	276	30	18	96	52	41	69	69	118	18	262
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	11	7	50	25	14	0	17	8	5	6	33	22
Cap, veh/h	627	1160	634	47	506	481	80	78	78	140	177	168
Arrive On Green	0.38	0.65	0.65	0.03	0.30	0.30	0.05	0.10	0.10	0.08	0.13	0.13
Sat Flow, veh/h	1654	1796	982	1457	1693	1610	1570	817	817	1725	1411	1334
Grp Volume(v), veh/h	597	276	30	18	96	52	41	0	138	118	18	262
Grp Sat Flow(s),veh/h/ln	1654	1796	982	1457	1693	1610	1570	0	1634	1725	1411	1334
Q Serve(g_s), s	49.1	9.0	1.6	1.7	5.9	3.3	3.6	0.0	11.7	9.4	1.6	17.6
Cycle Q Clear(g_c), s	49.1	9.0	1.6	1.7	5.9	3.3	3.6	0.0	11.7	9.4	1.6	17.6
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.50	1.00		1.00
Lane Grp Cap(c), veh/h	627	1160	634	47	506	481	80	0	156	140	177	168
V/C Ratio(X)	0.95	0.24	0.05	0.38	0.19	0.11	0.51	0.00	0.88	0.84	0.10	1.56
Avail Cap(c_a), veh/h	945	1160	634	94	506	481	101	0	156	160	177	168
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.73	0.73	0.73	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	42.2	10.4	9.1	66.4	36.5	35.5	64.7	0.0	62.5	63.4	54.2	61.2
Incr Delay (d2), s/veh	11.4	0.4	0.1	5.0	0.8	0.5	4.9	0.0	40.8	28.8	0.4	280.3
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	21.2	3.4	0.3	0.7	2.5	1.3	1.5	0.0	6.5	5.2	0.6	18.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	53.7	10.7	9.2	71.4	37.3	36.0	69.6	0.0	103.3	92.2	54.6	341.5
LnGrp LOS	D	B	A	E	D	D	E		F	F	D	F
Approach Vol, veh/h		903			166			179			398	
Approach Delay, s/veh		39.1			40.6			95.6			254.6	
Approach LOS		D			D			F			F	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	8.5	96.9	15.4	19.2	57.1	48.4	11.2	23.4
Change Period (Y+Rc), s	4.0	* 6.5	4.0	5.8	4.0	6.5	4.0	5.8
Max Green Setting (Gmax), s	9.0	* 85	13.0	13.4	80.0	13.3	9.0	17.4
Max Q Clear Time (g_c+I1), s	3.7	11.0	11.4	13.7	51.1	7.9	5.6	19.6
Green Ext Time (p_c), s	0.0	2.6	0.0	0.0	2.0	0.3	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	97.5
HCM 7th LOS	F

Notes

User approved pedestrian interval to be less than phase max green.

* HCM 7th computational engine requires equal clearance times for the phases crossing the barrier.

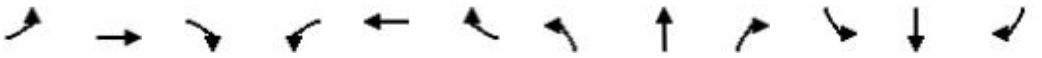
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	1	781	36	17	345	0	30	0	40	0	0	0
Future Volume (veh/h)	1	781	36	17	345	0	30	0	40	0	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	418	1663	1248	1352	1589	1900	1248	1900	1707	1900	1900	1900
Adj Flow Rate, veh/h	1	858	40	19	379	0	33	0	44	0	0	0
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	100	16	44	37	21	0	44	0	13	0	0	0
Cap, veh/h	1	1312	834	49	1312	0	64	0	99	1	1	0
Arrive On Green	0.00	0.79	0.79	0.04	0.83	0.00	0.05	0.00	0.06	0.00	0.00	0.00
Sat Flow, veh/h	398	1663	1058	1287	1589	0	1188	0	1610	1810	1900	0
Grp Volume(v), veh/h	1	858	40	19	379	0	33	0	44	0	0	0
Grp Sat Flow(s),veh/h/ln	398	1663	1058	1287	1589	0	1188	0	1610	1810	1900	0
Q Serve(g_s), s	0.2	29.2	1.1	1.9	7.1	0.0	3.5	0.0	3.4	0.0	0.0	0.0
Cycle Q Clear(g_c), s	0.2	29.2	1.1	1.9	7.1	0.0	3.5	0.0	3.4	0.0	0.0	0.0
Prop In Lane	1.00		1.00	1.00		0.00	1.00		1.00	1.00		0.00
Lane Grp Cap(c), veh/h	1	1312	834	49	1312	0	64	0	99	1	1	0
V/C Ratio(X)	1.53	0.65	0.05	0.39	0.29	0.00	0.52	0.00	0.45	0.00	0.00	0.00
Avail Cap(c_a), veh/h	40	1312	834	129	1312	0	119	0	499	181	590	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	0.83	0.83	0.00	1.00	0.00	1.00	0.00	0.00	0.00
Uniform Delay (d), s/veh	64.9	6.0	3.0	61.0	2.6	0.0	59.9	0.0	58.9	0.0	0.0	0.0
Incr Delay (d2), s/veh	529.5	2.6	0.1	1.5	0.5	0.0	6.4	0.0	1.2	0.0	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	8.2	0.2	0.6	1.5	0.0	1.2	0.0	1.4	0.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	594.4	8.5	3.1	62.6	3.1	0.0	66.3	0.0	60.1	0.0	0.0	0.0
LnGrp LOS	F	A	A	E	A		E		E			
Approach Vol, veh/h		899			398			77			0	
Approach Delay, s/veh		8.9			5.9			62.7			0.0	
Approach LOS		A			A			E				

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	9.0	108.4	11.0	1.7	4.2	113.1	0.0	12.7
Change Period (Y+Rc), s	4.0	5.8	4.0	* 4.7	4.0	5.8	4.0	4.7
Max Green Setting (Gmax), s	13.0	45.2	13.0	* 40	13.0	45.2	13.0	40.3
Max Q Clear Time (g_c+I1), s	3.9	31.2	5.5	0.0	2.2	9.1	0.0	5.4
Green Ext Time (p_c), s	0.0	5.1	0.0	0.0	0.0	2.3	0.0	0.2

Intersection Summary	
HCM 7th Control Delay, s/veh	11.1
HCM 7th LOS	B

Notes

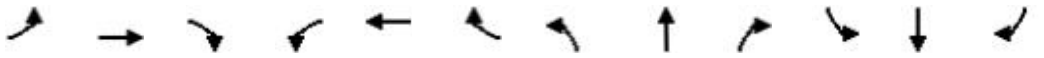
* HCM 7th computational engine requires equal clearance times for the phases crossing the barrier.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	6	784	6	12	359	4	21	0	26	8	0	8
Future Volume (veh/h)	6	784	6	12	359	4	21	0	26	8	0	8
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1055	1618	418	418	1530	418	537	1900	581	1159	1900	1159
Adj Flow Rate, veh/h	7	862	7	13	395	4	23	0	29	9	0	9
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	57	19	100	100	25	100	92	0	89	50	0	50
Cap, veh/h	15	1514	121	11	1030	126	44	0	130	21	0	89
Arrive On Green	0.01	0.34	0.34	0.03	0.35	0.35	0.04	0.00	0.08	0.02	0.00	0.06
Sat Flow, veh/h	1005	4418	354	398	2906	354	991	0	1610	1104	0	1610
Grp Volume(v), veh/h	7	862	7	13	395	4	23	0	29	9	0	9
Grp Sat Flow(s),veh/h/ln	1005	1473	354	398	1453	354	496	0	1610	1104	0	1610
Q Serve(g_s), s	0.3	7.2	0.6	1.2	4.6	0.3	1.0	0.0	0.8	0.4	0.0	0.2
Cycle Q Clear(g_c), s	0.3	7.2	0.6	1.2	4.6	0.3	1.0	0.0	0.8	0.4	0.0	0.2
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	15	1514	121	11	1030	126	44	0	130	21	0	89
V/C Ratio(X)	0.47	0.57	0.06	1.23	0.38	0.03	0.52	0.00	0.22	0.43	0.00	0.10
Avail Cap(c_a), veh/h	444	3908	313	176	2570	313	438	0	1531	244	0	427
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	22.1	12.1	10.0	22.0	10.9	9.5	21.1	0.0	19.4	21.9	0.0	20.3
Incr Delay (d2), s/veh	8.2	0.3	0.2	151.0	0.2	0.1	3.5	0.0	0.3	5.1	0.0	0.2
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	1.7	0.0	0.5	1.1	0.0	0.1	0.0	0.3	0.1	0.0	0.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	30.3	12.5	10.2	173.0	11.1	9.6	24.7	0.0	19.8	27.1	0.0	20.5
LnGrp LOS	C	B	B	F	B	A	C		B	C		C
Approach Vol, veh/h		876			412			52			18	
Approach Delay, s/veh		12.6			16.2			21.9			23.8	
Approach LOS		B			B			C			C	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	7.2	21.5	8.0	8.5	6.7	22.0	6.9	9.7
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Max Green Setting (Gmax), s	20.0	40.0	20.0	12.0	20.0	40.0	10.0	43.0
Max Q Clear Time (g_c+I1), s	3.2	9.2	3.0	2.2	2.3	6.6	2.4	2.8
Green Ext Time (p_c), s	0.0	6.3	0.0	0.0	0.0	2.6	0.0	0.1

Intersection Summary	
HCM 7th Control Delay, s/veh	14.2
HCM 7th LOS	B



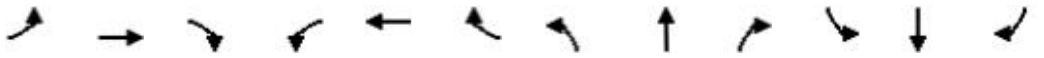
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	6	762	15	6	380	2	20	0	27	7	0	11
Future Volume (veh/h)	6	762	15	6	380	2	20	0	27	7	0	11
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1559	1900	1900	1352	1900	1900	1900	1900	1900	1900	1767
Adj Flow Rate, veh/h	7	837	16	7	418	2	22	0	30	8	0	12
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	0	23	0	0	37	0	0	0	0	0	0	9
Cap, veh/h	34	1431	541	34	863	541	97	0	113	38	0	60
Arrive On Green	0.02	0.34	0.34	0.02	0.34	0.34	0.05	0.00	0.07	0.02	0.00	0.04
Sat Flow, veh/h	1810	4256	1610	1810	2568	1610	1810	0	1610	1810	0	1610
Grp Volume(v), veh/h	7	837	16	7	418	2	22	0	30	8	0	12
Grp Sat Flow(s),veh/h/ln	1810	1419	1610	1810	1284	1610	1810	0	1610	1810	0	1610
Q Serve(g_s), s	0.2	7.0	0.3	0.2	5.6	0.0	0.5	0.0	0.8	0.2	0.0	0.3
Cycle Q Clear(g_c), s	0.2	7.0	0.3	0.2	5.6	0.0	0.5	0.0	0.8	0.2	0.0	0.3
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	34	1431	541	34	863	541	97	0	113	38	0	60
V/C Ratio(X)	0.21	0.58	0.03	0.21	0.48	0.00	0.23	0.00	0.27	0.21	0.00	0.20
Avail Cap(c_a), veh/h	835	2948	1115	835	1779	1115	2089	0	372	627	0	372
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	20.9	11.9	9.6	20.9	11.4	9.6	19.6	0.0	19.1	20.8	0.0	20.2
Incr Delay (d2), s/veh	1.1	0.4	0.0	1.1	0.4	0.0	1.7	0.0	0.5	1.0	0.0	0.6
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	1.6	0.1	0.1	1.2	0.0	0.2	0.0	0.3	0.1	0.0	0.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	22.1	12.3	9.7	22.1	11.8	9.6	21.3	0.0	19.6	21.8	0.0	20.8
LnGrp LOS	C	B	A	C	B	A	C		B	C		C
Approach Vol, veh/h		860			427			52			20	
Approach Delay, s/veh		12.3			12.0			20.3			21.2	
Approach LOS		B			B			C			C	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	6.8	20.6	8.3	7.6	6.8	20.6	6.9	9.0
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Max Green Setting (Gmax), s	20.0	30.0	50.0	10.0	20.0	30.0	15.0	10.0
Max Q Clear Time (g_c+I1), s	2.2	9.0	2.5	2.3	2.2	7.6	2.2	2.8
Green Ext Time (p_c), s	0.0	5.5	0.1	0.0	0.0	2.6	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	12.6
HCM 7th LOS	B

Notes

User approved pedestrian interval to be less than phase max green.



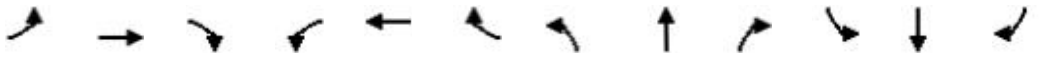
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	5	68	60	347	40	24	28	6	626	89	28	5
Future Volume (veh/h)	5	68	60	347	40	24	28	6	626	89	28	5
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1060	1800	1856	872	1744	1455	1134	1702	1648	854	1505	1159
Adj Flow Rate, veh/h	5	75	66	381	44	26	31	7	688	98	31	5
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	15	0	3	35	4	30	7	7	17	37	21	50
Cap, veh/h	151	237	207	417	428	453	74	684	1156	192	783	269
Arrive On Green	0.15	0.13	0.13	0.26	0.25	0.25	0.07	0.21	0.21	0.12	0.27	0.27
Sat Flow, veh/h	1009	1800	1572	1612	1744	1233	1080	3233	2458	1577	2860	982
Grp Volume(v), veh/h	5	75	66	381	44	26	31	7	688	98	31	5
Grp Sat Flow(s),veh/h/ln	1009	1800	1572	806	1744	1233	1080	1617	1229	789	1430	982
Q Serve(g_s), s	0.3	3.0	3.0	18.4	1.6	1.1	2.2	0.1	16.5	4.7	0.6	0.3
Cycle Q Clear(g_c), s	0.3	3.0	3.0	18.4	1.6	1.1	2.2	0.1	16.5	4.7	0.6	0.3
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	151	237	207	417	428	453	74	684	1156	192	783	269
V/C Ratio(X)	0.03	0.32	0.32	0.91	0.10	0.06	0.42	0.01	0.60	0.51	0.04	0.02
Avail Cap(c_a), veh/h	151	248	216	441	464	479	149	684	1156	217	783	269
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	29.0	31.5	31.5	28.8	23.4	16.4	35.7	24.9	15.6	32.9	21.3	21.2
Incr Delay (d2), s/veh	0.1	0.8	0.9	23.2	0.1	0.1	3.7	0.0	2.3	2.1	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	1.3	1.1	4.6	0.6	0.3	0.6	0.1	4.3	0.9	0.2	0.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	29.1	32.2	32.4	52.0	23.5	16.4	39.5	24.9	17.8	35.0	21.3	21.2
LnGrp LOS	C	C	C	D	C	B	D	C	B	C	C	C
Approach Vol, veh/h		146			451			726			134	
Approach Delay, s/veh		32.2			47.2			18.8			31.3	
Approach LOS		C			D			B			C	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	15.2	22.7	25.8	16.3	10.2	27.7	16.7	25.4
Change Period (Y+Rc), s	5.4	5.8	5.1	5.8	4.7	5.8	4.7	5.8
Max Green Setting (Gmax), s	11.0	14.0	21.9	11.0	11.0	14.7	12.0	21.3
Max Q Clear Time (g_c+I1), s	6.7	18.5	20.4	5.0	4.2	2.6	2.3	3.6
Green Ext Time (p_c), s	0.1	0.0	0.3	0.2	0.0	0.1	0.0	0.2

Intersection Summary	
HCM 7th Control Delay, s/veh	30.1
HCM 7th LOS	C

Notes

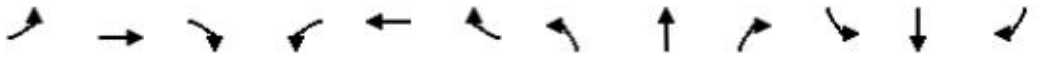
User approved pedestrian interval to be less than phase max green.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	0	85	32	0	0	20	5	10	0	5	0
Future Volume (veh/h)	0	0	85	32	0	0	20	5	10	0	5	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1900	1441	1470	1900	1900	640	1900	418	0	1900	1900
Adj Flow Rate, veh/h	0	0	93	35	0	0	22	5	11	0	5	0
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	0	0	31	29	0	0	85	0	100	0	0	0
Cap, veh/h	3	0	848	74	1239	0	22	302	56	0	180	0
Arrive On Green	0.00	0.00	0.53	0.05	0.00	0.00	0.04	0.16	0.16	0.00	0.05	0.00
Sat Flow, veh/h	1810	0	1610	1400	1900	0	610	1900	354	0	3800	0
Grp Volume(v), veh/h	0	0	93	35	0	0	22	5	11	0	5	0
Grp Sat Flow(s),veh/h/ln	1810	0	1610	1400	1900	0	610	1900	354	0	1805	0
Q Serve(g_s), s	0.0	0.0	1.6	1.3	0.0	0.0	2.0	0.1	1.5	0.0	0.1	0.0
Cycle Q Clear(g_c), s	0.0	0.0	1.6	1.3	0.0	0.0	2.0	0.1	1.5	0.0	0.1	0.0
Prop In Lane	1.00		1.00	1.00		0.00	1.00		1.00	0.00		0.00
Lane Grp Cap(c), veh/h	3	0	848	74	1239	0	22	302	56	0	180	0
V/C Ratio(X)	0.00	0.00	0.11	0.47	0.00	0.00	0.99	0.02	0.20	0.00	0.03	0.00
Avail Cap(c_a), veh/h	230	0	848	178	1239	0	78	732	137	0	669	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.00	0.00	1.00	1.00	0.00	0.00	1.00	1.00	1.00	0.00	1.00	0.00
Uniform Delay (d), s/veh	0.0	0.0	6.5	25.3	0.0	0.0	26.5	19.5	20.1	0.0	24.9	0.0
Incr Delay (d2), s/veh	0.0	0.0	0.3	4.7	0.0	0.0	87.0	0.0	1.7	0.0	0.1	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.0	0.5	0.5	0.0	0.0	0.8	0.0	0.1	0.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	0.0	0.0	6.8	30.0	0.0	0.0	113.5	19.5	21.7	0.0	24.9	0.0
LnGrp LOS			A	C			F	B	C		C	
Approach Vol, veh/h		93			35			38			5	
Approach Delay, s/veh		6.8			30.0			74.6			24.9	
Approach LOS		A			C			E			C	

Timer - Assigned Phs	1	2	3	4		6	7	8				
Phs Duration (G+Y+Rc), s	6.0	8.5	6.9	33.6		14.5	0.0	40.5				
Change Period (Y+Rc), s	4.0	5.8	4.0	4.6		5.8	4.0	4.6				
Max Green Setting (Gmax), s	7.0	10.2	7.0	12.4		21.2	7.0	12.4				
Max Q Clear Time (g_c+I1), s	4.0	2.1	3.3	3.6		3.5	0.0	0.0				
Green Ext Time (p_c), s	0.0	0.0	0.0	0.3		0.0	0.0	0.0				

Intersection Summary	
HCM 7th Control Delay, s/veh	27.1
HCM 7th LOS	C



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	3	92	46	11	80	1	61	2	19	0	0	1
Future Volume (veh/h)	3	92	46	11	80	1	61	2	19	0	0	1
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1559	1767	1263	1248	1900	1500	1159	1559	1900	1900	1900
Adj Flow Rate, veh/h	3	101	51	12	88	1	67	2	21	0	0	1
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	0	23	9	43	44	0	27	50	23	0	0	0
Cap, veh/h	7	693	350	19	583	396	102	585	351	6	218	97
Arrive On Green	0.00	0.23	0.23	0.02	0.25	0.25	0.07	0.27	0.27	0.00	0.00	0.06
Sat Flow, veh/h	1810	2962	1497	1203	2371	1610	1428	2202	1321	1810	3610	1610
Grp Volume(v), veh/h	3	101	51	12	88	1	67	2	21	0	0	1
Grp Sat Flow(s),veh/h/ln	1810	1481	1497	1203	1186	1610	1428	1101	1321	1810	1805	1610
Q Serve(g_s), s	0.0	0.8	0.8	0.3	0.9	0.0	1.4	0.0	0.4	0.0	0.0	0.0
Cycle Q Clear(g_c), s	0.0	0.8	0.8	0.3	0.9	0.0	1.4	0.0	0.4	0.0	0.0	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	7	693	350	19	583	396	102	585	351	6	218	97
V/C Ratio(X)	0.40	0.15	0.15	0.63	0.15	0.00	0.66	0.00	0.06	0.00	0.00	0.01
Avail Cap(c_a), veh/h	1210	3961	2002	804	3178	2158	955	2944	1767	1210	4827	2153
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00
Uniform Delay (d), s/veh	14.9	9.1	9.1	14.6	8.8	8.5	13.5	8.1	8.2	0.0	0.0	13.2
Incr Delay (d2), s/veh	31.5	0.1	0.2	29.4	0.1	0.0	7.0	0.0	0.1	0.0	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.2	0.2	0.2	0.2	0.0	0.5	0.0	0.1	0.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	46.4	9.2	9.3	44.0	9.0	8.5	20.5	8.1	8.3	0.0	0.0	13.3
LnGrp LOS	D	A	A	D	A	A	C	A	A			B
Approach Vol, veh/h		155			101			90			1	
Approach Delay, s/veh		9.9			13.1			17.4			13.3	
Approach LOS		A			B			B			B	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	4.5	11.7	0.0	13.7	4.1	12.1	6.1	7.6
Change Period (Y+Rc), s	4.0	4.7	4.0	5.8	4.0	4.7	4.0	5.8
Max Green Setting (Gmax), s	20.0	40.0	20.0	40.0	20.0	40.1	20.0	40.0
Max Q Clear Time (g_c+I1), s	2.3	2.8	0.0	2.4	2.0	2.9	3.4	2.0
Green Ext Time (p_c), s	0.0	0.8	0.0	0.0	0.0	0.5	0.1	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	12.8
HCM 7th LOS	B

Notes

User approved pedestrian interval to be less than phase max green.

D. Existing Conditions SimTraffic Queuing Output Sheets

Intersection: 1: International Pkwy & Promontory Pkwy

Movement	EB	EB	WB	WB	WB	WB	NB	NB	NB	NB	SB	SB
Directions Served	T	R	L	T	R	R	L	T	T	R	L	L
Maximum Queue (ft)	13	23	119	58	70	82	35	120	80	41	111	205
Average Queue (ft)	1	4	35	7	30	25	4	30	10	2	26	72
95th Queue (ft)	6	17	91	33	63	63	22	86	45	17	71	155
Link Distance (ft)	1206			992	992			768	768			1093
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)		215	360			360	315			315	375	
Storage Blk Time (%)												
Queuing Penalty (veh)												

Intersection: 1: International Pkwy & Promontory Pkwy

Movement	SB
Directions Served	T
Maximum Queue (ft)	314
Average Queue (ft)	70
95th Queue (ft)	208
Link Distance (ft)	1093
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	0
Queuing Penalty (veh)	0

Intersection: 2: Hopkins Rd & Promontory Pkwy

Movement	EB	EB	EB	WB	WB	WB	NB	NB
Directions Served	T	T	R	L	T	T	L	R
Maximum Queue (ft)	80	109	107	52	107	138	73	15
Average Queue (ft)	23	36	42	13	29	56	10	1
95th Queue (ft)	63	85	93	40	77	109	43	8
Link Distance (ft)	992	992	992		1931	1931		738
Upstream Blk Time (%)								
Queuing Penalty (veh)								
Storage Bay Dist (ft)				380			215	
Storage Blk Time (%)								
Queuing Penalty (veh)								

Intersection: 3: Hansen Rd & Hopkins Rd

Movement	EB	WB	WB	NB	NB	NB	NB	SB	SB	SB
Directions Served	TR	L	TR	L	T	T	R	T	T	R
Maximum Queue (ft)	110	15	67	61	84	40	26	29	22	27
Average Queue (ft)	34	1	13	13	25	9	1	2	1	2
95th Queue (ft)	85	9	44	45	62	30	11	16	10	14
Link Distance (ft)	1257		368		1021	1021		704	704	
Upstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)		300		300			300			300
Storage Blk Time (%)										
Queuing Penalty (veh)										

Intersection: 4: Old Schulte Road & Hansen Rd

Movement	EB	EB	EB	WB	WB	WB	B39	B39	NB	NB	SB	SB
Directions Served	L	T	R	L	T	R	T		L	TR	L	T
Maximum Queue (ft)	91	67	49	334	634	351	445	370	119	67	42	75
Average Queue (ft)	17	7	5	73	198	61	89	50	23	12	5	11
95th Queue (ft)	61	37	28	232	606	292	424	306	89	41	26	46
Link Distance (ft)		1372			642		603	603		1495		1021
Upstream Blk Time (%)					11		4	2				
Queuing Penalty (veh)					121		25	9				
Storage Bay Dist (ft)	300		300	380		380			435		310	
Storage Blk Time (%)					13							
Queuing Penalty (veh)					28							

Intersection: 4: Old Schulte Road & Hansen Rd

Movement	SB
Directions Served	R
Maximum Queue (ft)	61
Average Queue (ft)	12
95th Queue (ft)	41
Link Distance (ft)	1021
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 5: Safeway Dwy & Old Schulte Road

Movement	EB	EB	EB	WB	WB	NB	NB
Directions Served	L	T	R	L	TR	L	TR
Maximum Queue (ft)	28	66	44	177	1268	108	33
Average Queue (ft)	3	10	5	44	390	35	6
95th Queue (ft)	16	42	25	126	1291	85	25
Link Distance (ft)		491	491		1372	1143	1143
Upstream Blk Time (%)					6		
Queuing Penalty (veh)					57		
Storage Bay Dist (ft)	290			180			
Storage Blk Time (%)				0	22		
Queuing Penalty (veh)				0	8		

Intersection: 6: Gateway Blvd & Old Schulte Road

Movement	EB	EB	EB	EB	EB	WB	WB	WB	WB	B1513	NB	NB
Directions Served	L	T	T	T	R	L	T	T	R	T	L	L
Maximum Queue (ft)	46	109	87	18	112	371	658	666	245	454	133	114
Average Queue (ft)	10	36	21	1	40	70	305	299	24	147	47	27
95th Queue (ft)	35	82	63	13	83	288	756	754	148	516	103	87
Link Distance (ft)		1128	1128	1128			621	621		491	1161	1161
Upstream Blk Time (%)							19	20		12		
Queuing Penalty (veh)							91	93		111		
Storage Bay Dist (ft)	400				290	380			275			
Storage Blk Time (%)						0	33	35	0			
Queuing Penalty (veh)						0	11	5	0			

Intersection: 6: Gateway Blvd & Old Schulte Road

Movement	NB	SB
Directions Served	TR	TR
Maximum Queue (ft)	47	16
Average Queue (ft)	10	1
95th Queue (ft)	33	6
Link Distance (ft)	1161	1024
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		0
Queuing Penalty (veh)		0

Intersection: 7: Schulte Ct & Old Schulte Road

Movement	EB	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	SB
Directions Served	L	T	T	T	R	L	T	T	R	L	TR	L
Maximum Queue (ft)	47	86	74	147	57	445	1078	1075	436	76	14	14
Average Queue (ft)	8	28	15	47	14	184	638	621	68	22	1	1
95th Queue (ft)	32	66	51	106	42	530	1432	1439	337	59	8	7
Link Distance (ft)		882	882	882	882		1128	1128			1047	
Upstream Blk Time (%)							20	21				
Queuing Penalty (veh)							103	105				
Storage Bay Dist (ft)	400					400			400	145		60
Storage Blk Time (%)							50	49				
Queuing Penalty (veh)							35	9				

Intersection: 7: Schulte Ct & Old Schulte Road

Movement	SB
Directions Served	TR
Maximum Queue (ft)	22
Average Queue (ft)	3
95th Queue (ft)	15
Link Distance (ft)	967
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 8: International Pkwy & Old Schulte Road

Movement	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB	NB	NB
Directions Served	L	T	R	L	L	T	R	L	T	T	R	R
Maximum Queue (ft)	95	311	100	365	518	461	347	111	174	137	104	63
Average Queue (ft)	20	87	61	339	447	96	36	26	61	22	35	8
95th Queue (ft)	68	235	128	449	625	319	171	77	133	83	86	39
Link Distance (ft)		852			474	474			307	307		
Upstream Blk Time (%)					46	1	0					
Queuing Penalty (veh)					213	6	0					
Storage Bay Dist (ft)	125		50	270			360	225			225	225
Storage Blk Time (%)	0	25	4	69	75	2	0					
Queuing Penalty (veh)	0	44	2	242	264	2	0					

Intersection: 8: International Pkwy & Old Schulte Road

Movement	SB	SB	SB	SB	SB
Directions Served	L	L	T	T	R
Maximum Queue (ft)	123	482	877	853	314
Average Queue (ft)	26	168	488	474	61
95th Queue (ft)	90	472	1076	1055	269
Link Distance (ft)			1702	1702	
Upstream Blk Time (%)			1	1	
Queuing Penalty (veh)			3	3	
Storage Bay Dist (ft)	365	365			220
Storage Blk Time (%)		0	33	50	
Queuing Penalty (veh)		0	27	9	

Intersection: 9: International Pkwy & Berkeley Rd

Movement	EB	EB	WB	WB	NB	NB	NB	SB	SB
Directions Served	L	TR	L	TR	L	T	R	T	TR
Maximum Queue (ft)	62	28	34	43	58	60	5	144	120
Average Queue (ft)	14	2	4	12	10	6	0	30	27
95th Queue (ft)	46	15	19	34	38	32	4	99	87
Link Distance (ft)	1107	1107		336		611		192	192
Upstream Blk Time (%)								0	0
Queuing Penalty (veh)								0	0
Storage Bay Dist (ft)			50		390		390		
Storage Blk Time (%)			1	0					
Queuing Penalty (veh)			0	0					

Intersection: 13: International Pkwy & Capital Parks Dr

Movement	EB	NB	NB	SB	SB	SB
Directions Served	L	T	T	T	T	R
Maximum Queue (ft)	66	50	54	145	180	37
Average Queue (ft)	26	11	8	17	55	4
95th Queue (ft)	52	37	33	74	130	23
Link Distance (ft)		1093	1093	677	677	
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)	240					285
Storage Blk Time (%)					0	
Queuing Penalty (veh)					0	

Intersection: 17: Old Schulte Road & Bud Lyons Wy

Movement	EB	EB	EB	EB	WB	WB	WB	WB	B43	NB	SB	SB
Directions Served	L	T	T	R	L	T	T	R	T	L	L	TR
Maximum Queue (ft)	42	69	20	39	27	993	953	330	290	61	82	50
Average Queue (ft)	4	14	1	2	2	344	292	57	6	7	18	4
95th Queue (ft)	27	48	13	19	19	937	897	262	122	37	56	24
Link Distance (ft)		603	603			1871	1871		1909	269		450
Upstream Blk Time (%)						1	1					
Queuing Penalty (veh)						6	4					
Storage Bay Dist (ft)	330			120	360			375			300	
Storage Blk Time (%)						11	9					
Queuing Penalty (veh)						0	11					

Intersection: 154: International Pkwy

Movement	SB	SB	SB
Directions Served	L	T	T
Maximum Queue (ft)	24	24	25
Average Queue (ft)	2	3	3
95th Queue (ft)	13	40	41
Link Distance (ft)		611	611
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)	360		
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 1511: Old Schulte Road

Movement	WB	WB
Directions Served	T	T
Maximum Queue (ft)	876	836
Average Queue (ft)	674	633
95th Queue (ft)	1237	1255
Link Distance (ft)	882	882
Upstream Blk Time (%)	32	33
Queuing Penalty (veh)	150	157
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Zone Summary

Zone wide Queuing Penalty: 1952

Intersection: 16: Hansen Rd & Promontory Pkwy

Movement	EB	EB	EB	EB	WB	WB	WB	NB	NB	NB	NB	SB
Directions Served	L	T	T	R	L	T	T	L	T	T	R	L
Maximum Queue (ft)	20	54	49	17	48	37	31	107	10	12	52	24
Average Queue (ft)	2	8	5	1	5	2	2	50	1	1	11	1
95th Queue (ft)	11	33	27	9	27	15	15	91	9	8	37	11
Link Distance (ft)		1369	1369			2659	2659		1254	1254		
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	340			340	380			280			280	280
Storage Blk Time (%)												
Queuing Penalty (veh)												

Intersection: 16: Hansen Rd & Promontory Pkwy

Movement	SB
Directions Served	R
Maximum Queue (ft)	21
Average Queue (ft)	2
95th Queue (ft)	13
Link Distance (ft)	
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	280
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 1: International Pkwy & Promontory Pkwy

Movement	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB	NB	SB
Directions Served	L	T	R	L	T	R	R	L	T	T	R	L
Maximum Queue (ft)	20	20	21	97	16	91	109	24	242	206	39	86
Average Queue (ft)	1	2	3	31	1	39	44	1	76	61	3	21
95th Queue (ft)	10	11	15	80	8	73	88	12	175	157	19	63
Link Distance (ft)		1206			992	992			768	768		
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	215		215	360			360	315			315	375
Storage Blk Time (%)									0			
Queuing Penalty (veh)									0			

Intersection: 1: International Pkwy & Promontory Pkwy

Movement	SB	SB	SB
Directions Served	L	T	R
Maximum Queue (ft)	153	74	2
Average Queue (ft)	58	9	0
95th Queue (ft)	119	40	1
Link Distance (ft)	1093	1093	
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			375
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 2: Hopkins Rd & Promontory Pkwy

Movement	EB	EB	EB	WB	WB	WB	NB	NB
Directions Served	T	T	R	L	T	T	L	R
Maximum Queue (ft)	78	104	111	24	118	147	81	18
Average Queue (ft)	20	36	24	2	33	74	16	1
95th Queue (ft)	59	83	72	14	89	130	53	8
Link Distance (ft)	992	992	992		4083	4083		738
Upstream Blk Time (%)								
Queuing Penalty (veh)								
Storage Bay Dist (ft)				380			215	
Storage Blk Time (%)								
Queuing Penalty (veh)								

Intersection: 3: Hansen Rd & Hopkins Rd

Movement	EB	EB	WB	WB	NB	NB	NB	NB	SB	SB	SB	SB
Directions Served	L	TR	L	TR	L	T	T	R	L	T	T	R
Maximum Queue (ft)	19	72	28	59	88	5	43	23	11	78	38	31
Average Queue (ft)	1	19	1	12	22	0	5	1	0	11	5	2
95th Queue (ft)	11	58	13	42	64	4	25	10	5	45	24	15
Link Distance (ft)		1257		368		1021	1021			704	704	
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	340		300		300			300	400			300
Storage Blk Time (%)												
Queuing Penalty (veh)												

Intersection: 4: Old Schulte Road & Hansen Rd

Movement	EB	EB	EB	WB	WB	WB	NB	NB	SB	SB	SB	
Directions Served	L	T	R	L	T	R	L	TR	L	T	R	
Maximum Queue (ft)	91	268	68	54	66	27	220	168	126	60	50	
Average Queue (ft)	17	91	12	13	14	2	91	54	40	10	11	
95th Queue (ft)	62	206	47	40	48	12	184	124	98	40	36	
Link Distance (ft)		1372			642			1495		1021	1021	
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	300		300	380		380	435		310			
Storage Blk Time (%)		0					0					
Queuing Penalty (veh)		0					0					

Intersection: 5: Safeway Dwy & Old Schulte Road

Movement	EB	EB	EB	WB	WB	NB	NB					
Directions Served	L	T	R	L	TR	L	TR					
Maximum Queue (ft)	15	174	43	41	76	122	50					
Average Queue (ft)	1	36	5	7	12	44	12					
95th Queue (ft)	7	114	25	28	46	97	36					
Link Distance (ft)		491	491		1372	1143	1143					
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	290			180								
Storage Blk Time (%)												
Queuing Penalty (veh)												

Intersection: 6: Gateway Blvd & Old Schulte Road

Movement	EB	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB
Directions Served	L	T	T	T	R	L	T	T	R	L	L	TR
Maximum Queue (ft)	46	212	154	22	34	46	85	110	21	46	59	46
Average Queue (ft)	6	95	42	1	4	8	35	40	2	16	12	7
95th Queue (ft)	28	172	112	12	21	30	69	88	12	41	39	30
Link Distance (ft)		1128	1128	1128			621	621		1161	1161	1161
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	400				290	380			275			
Storage Blk Time (%)												
Queuing Penalty (veh)												

Intersection: 6: Gateway Blvd & Old Schulte Road

Movement	SB	SB
Directions Served	L	TR
Maximum Queue (ft)	37	38
Average Queue (ft)	6	6
95th Queue (ft)	24	24
Link Distance (ft)		1024
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	40	
Storage Blk Time (%)	0	0
Queuing Penalty (veh)	0	0

Intersection: 7: Schulte Ct & Old Schulte Road

Movement	EB	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	SB
Directions Served	L	T	T	T	R	L	T	T	R	L	TR	L
Maximum Queue (ft)	42	124	110	61	46	19	123	132	13	71	42	29
Average Queue (ft)	5	56	25	14	9	1	43	47	0	23	8	3
95th Queue (ft)	26	105	73	48	32	11	93	103	6	54	28	16
Link Distance (ft)		882	882	882	882		1128	1128			1047	
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	400					400			400	145		60
Storage Blk Time (%)												0
Queuing Penalty (veh)												0

Intersection: 7: Schulte Ct & Old Schulte Road

Movement	SB
Directions Served	TR
Maximum Queue (ft)	41
Average Queue (ft)	7
95th Queue (ft)	25
Link Distance (ft)	967
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	0
Queuing Penalty (veh)	0

Intersection: 8: International Pkwy & Old Schulte Road

Movement	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB	NB	NB
Directions Served	L	T	R	L	L	T	R	L	T	T	R	R
Maximum Queue (ft)	128	146	93	125	107	78	130	90	231	250	195	93
Average Queue (ft)	40	39	11	53	34	17	40	22	137	94	60	23
95th Queue (ft)	95	104	60	105	83	55	92	64	228	208	127	73
Link Distance (ft)		852			474	474			307	307		
Upstream Blk Time (%)										0		
Queuing Penalty (veh)										0		
Storage Bay Dist (ft)	125		50	270			360	225			225	225
Storage Blk Time (%)	0	19	0						0	1	0	
Queuing Penalty (veh)	0	19	0						0	1	0	

Intersection: 8: International Pkwy & Old Schulte Road

Movement	B156	B156	SB	SB	SB	SB	SB
Directions Served	T	T	L	L	T	T	R
Maximum Queue (ft)	5	10	143	178	133	91	36
Average Queue (ft)	0	0	37	79	39	22	3
95th Queue (ft)	5	11	105	153	97	70	17
Link Distance (ft)	744	744			1701	1701	
Upstream Blk Time (%)							
Queuing Penalty (veh)							
Storage Bay Dist (ft)			365	365			220
Storage Blk Time (%)							
Queuing Penalty (veh)							

Intersection: 9: International Pkwy & Berkeley Rd

Movement	EB	EB	WB	WB	NB	NB	NB	SB	SB
Directions Served	L	TR	L	TR	L	T	R	T	TR
Maximum Queue (ft)	150	56	32	57	19	148	16	82	64
Average Queue (ft)	57	17	5	16	2	47	1	19	11
95th Queue (ft)	118	49	21	42	12	118	10	58	43
Link Distance (ft)	1107	1107		336		612		192	192
Upstream Blk Time (%)									
Queuing Penalty (veh)									
Storage Bay Dist (ft)			50		390		390		
Storage Blk Time (%)			1	0					
Queuing Penalty (veh)			0	0					

Intersection: 13: International Pkwy & Capital Parks Dr

Movement	EB	EB	NB	NB	NB	SB	SB	SB
Directions Served	L	TR	L	T	T	T	T	R
Maximum Queue (ft)	64	20	24	63	86	42	68	24
Average Queue (ft)	17	2	2	11	15	4	7	1
95th Queue (ft)	48	11	12	40	55	21	36	12
Link Distance (ft)		570		1093	1093	677	677	
Upstream Blk Time (%)								
Queuing Penalty (veh)								
Storage Bay Dist (ft)	240		400					285
Storage Blk Time (%)								
Queuing Penalty (veh)								

Intersection: 17: Old Schulte Road & Bud Lyons Wy

Movement	EB	EB	EB	EB	WB	WB	WB	NB	SB	SB
Directions Served	L	T	T	R	T	T	R	L	L	TR
Maximum Queue (ft)	76	191	144	61	90	37	39	76	107	58
Average Queue (ft)	15	93	39	6	28	2	4	16	36	7
95th Queue (ft)	57	162	106	32	69	17	23	57	81	36
Link Distance (ft)		603	603		1871	1871		269		450
Upstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)	330			120			375		300	
Storage Blk Time (%)			0							
Queuing Penalty (veh)			0							

Intersection: 31:

Movement
Directions Served
Maximum Queue (ft)
Average Queue (ft)
95th Queue (ft)
Link Distance (ft)
Upstream Blk Time (%)
Queuing Penalty (veh)
Storage Bay Dist (ft)
Storage Blk Time (%)
Queuing Penalty (veh)

Intersection: 154: International Pkwy

Movement	SB
Directions Served	L
Maximum Queue (ft)	22
Average Queue (ft)	2
95th Queue (ft)	14
Link Distance (ft)	
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	360
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 1511: Old Schulte Road

Movement
Directions Served
Maximum Queue (ft)
Average Queue (ft)
95th Queue (ft)
Link Distance (ft)
Upstream Blk Time (%)
Queuing Penalty (veh)
Storage Bay Dist (ft)
Storage Blk Time (%)
Queuing Penalty (veh)

Intersection: 1512: Hopkins Rd

Movement
Directions Served
Maximum Queue (ft)
Average Queue (ft)
95th Queue (ft)
Link Distance (ft)
Upstream Blk Time (%)
Queuing Penalty (veh)
Storage Bay Dist (ft)
Storage Blk Time (%)
Queuing Penalty (veh)

Zone Summary

Zone wide Queuing Penalty: 21

Intersection: 16: Hansen Rd & Promontory Pkwy

Movement	EB	EB	EB	EB	WB	WB	WB	NB	NB	NB	NB	SB
Directions Served	L	T	T	R	L	T	T	L	T	T	R	R
Maximum Queue (ft)	22	27	27	28	59	58	58	21	19	11	45	10
Average Queue (ft)	3	1	2	2	10	9	3	1	1	1	10	0
95th Queue (ft)	15	12	12	13	38	38	27	11	10	7	32	4
Link Distance (ft)		4083	4083			2729	2729		1261	1261		
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	340			340	380			280			280	280
Storage Blk Time (%)												
Queuing Penalty (veh)												

E. Road Closure Detour Conditions SimTraffic Queuing Output Sheets

Intersection: 1: International Pkwy & Promontory Pkwy

Movement	EB	WB	WB	WB	NB	NB	SB	SB	SB
Directions Served	T	T	R	R	T	T	L	L	T
Maximum Queue (ft)	41	26	88	110	60	7	255	415	219
Average Queue (ft)	7	4	33	26	8	0	84	150	23
95th Queue (ft)	27	18	74	79	36	5	202	411	239
Link Distance (ft)	1206	992	992		796	796		1093	1093
Upstream Blk Time (%)								1	
Queuing Penalty (veh)								7	
Storage Bay Dist (ft)				360			375		
Storage Blk Time (%)							1	3	
Queuing Penalty (veh)							4	15	

Intersection: 2: Hopkins Rd & Promontory Pkwy

Movement	EB	EB	EB	WB	WB	WB	NB	NB
Directions Served	T	T	R	L	T	T	L	R
Maximum Queue (ft)	366	379	618	126	48	127	272	308
Average Queue (ft)	127	147	157	31	5	32	129	23
95th Queue (ft)	270	307	508	96	27	85	267	163
Link Distance (ft)	992	992	992		4083	4083		738
Upstream Blk Time (%)			3					
Queuing Penalty (veh)			11					
Storage Bay Dist (ft)				380			215	
Storage Blk Time (%)							3	
Queuing Penalty (veh)							0	

Intersection: 3: Hansen Rd & Hopkins Rd

Movement	EB	WB	WB	NB	NB	NB	NB	SB	SB	SB	SB	B126
Directions Served	TR	L	TR	L	T	T	R	L	T	T	R	T
Maximum Queue (ft)	1272	95	132	388	392	123	16	455	812	807	160	926
Average Queue (ft)	1021	23	32	232	47	28	1	56	643	658	7	495
95th Queue (ft)	1657	84	91	381	195	86	8	301	1008	999	91	1174
Link Distance (ft)	1257				1021	1021			704	704		825
Upstream Blk Time (%)	45								64	69		45
Queuing Penalty (veh)	226								178	193		126
Storage Bay Dist (ft)		300		300			300	400			300	
Storage Blk Time (%)	81			7	0			0	74	81		
Queuing Penalty (veh)	0			5	0			0	11	2		

Intersection: 3: Hansen Rd & Hopkins Rd

Movement	B126	B318	B318
Directions Served	T	T	T
Maximum Queue (ft)	926	1166	1182
Average Queue (ft)	503	395	406
95th Queue (ft)	1180	1245	1270
Link Distance (ft)	825	1261	1261
Upstream Blk Time (%)	46	3	15
Queuing Penalty (veh)	128	8	40
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 4: Old Schulte Road & Hansen Rd

Movement	EB	EB	EB	WB	WB	WB	B39	B39	NB	NB	SB	SB
Directions Served	L	T	R	L	T	R	T		L	TR	L	T
Maximum Queue (ft)	373	490	61	470	750	470	645	639	169	61	372	1049
Average Queue (ft)	220	89	9	85	717	234	612	479	56	7	34	760
95th Queue (ft)	385	301	39	370	740	612	631	825	166	35	199	1334
Link Distance (ft)		1372			642		603	603		1495		1021
Upstream Blk Time (%)					92		72	30				8
Queuing Penalty (veh)					1087		424	174				37
Storage Bay Dist (ft)	300		300	380		380			435		310	
Storage Blk Time (%)	9	0		0	94	0						5
Queuing Penalty (veh)	6	0		3	324	0						1

Intersection: 4: Old Schulte Road & Hansen Rd

Movement	SB
Directions Served	R
Maximum Queue (ft)	1049
Average Queue (ft)	1005
95th Queue (ft)	1194
Link Distance (ft)	1021
Upstream Blk Time (%)	51
Queuing Penalty (veh)	244
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 5: Safeway Dwy & Old Schulte Road

Movement	EB	EB	EB	B1513	WB	WB	NB	NB
Directions Served	L	T	R	T	L	TR	L	TR
Maximum Queue (ft)	74	275	46	9	205	1390	432	58
Average Queue (ft)	8	46	5	0	52	1239	175	9
95th Queue (ft)	41	169	29	4	180	1873	412	40
Link Distance (ft)		491	491	621		1372	1143	1143
Upstream Blk Time (%)						42		
Queuing Penalty (veh)						747		
Storage Bay Dist (ft)	290				180			
Storage Blk Time (%)		0			0	76		
Queuing Penalty (veh)		0			0	34		

Intersection: 6: Gateway Blvd & Old Schulte Road

Movement	EB	EB	EB	EB	EB	WB	WB	WB	WB	B1513	NB	NB
Directions Served	L	T	T	T	R	L	T	T	R	T	L	L
Maximum Queue (ft)	82	292	244	32	139	405	724	719	300	508	558	556
Average Queue (ft)	12	130	54	2	47	171	661	645	26	459	256	251
95th Queue (ft)	50	245	160	20	109	485	836	817	165	668	663	660
Link Distance (ft)		1128	1128	1128			621	621		491	1161	1161
Upstream Blk Time (%)							65	56		46	3	2
Queuing Penalty (veh)							569	487		794	0	0
Storage Bay Dist (ft)	400				290	380			275			
Storage Blk Time (%)		0				2	91	92	0			
Queuing Penalty (veh)		0				16	64	17	0			

Intersection: 6: Gateway Blvd & Old Schulte Road

Movement	NB	SB
Directions Served	TR	TR
Maximum Queue (ft)	184	56
Average Queue (ft)	44	4
95th Queue (ft)	319	27
Link Distance (ft)	1161	1024
Upstream Blk Time (%)	2	
Queuing Penalty (veh)	0	
Storage Bay Dist (ft)		
Storage Blk Time (%)		2
Queuing Penalty (veh)		0

Intersection: 7: Schulte Ct & Old Schulte Road

Movement	EB	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	SB
Directions Served	L	T	T	T	R	L	T	T	R	L	TR	L
Maximum Queue (ft)	49	233	181	159	34	480	1167	1172	480	78	46	16
Average Queue (ft)	7	79	31	50	7	203	1132	1130	103	28	7	1
95th Queue (ft)	31	175	108	125	27	589	1235	1239	428	87	74	9
Link Distance (ft)		882	882	882	882		1128	1128			1047	
Upstream Blk Time (%)							55	56				
Queuing Penalty (veh)							481	487				
Storage Bay Dist (ft)	400					400			400	145		60
Storage Blk Time (%)							97	95		5		
Queuing Penalty (veh)							75	21		0		

Intersection: 7: Schulte Ct & Old Schulte Road

Movement	SB
Directions Served	TR
Maximum Queue (ft)	41
Average Queue (ft)	4
95th Queue (ft)	22
Link Distance (ft)	967
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	1
Queuing Penalty (veh)	0

Intersection: 8: International Pkwy & Old Schulte Road

Movement	EB	EB	WB	WB	WB	WB	NB	NB	NB	NB	NB	SB
Directions Served	T	R	L	L	T	R	L	T	T	R	R	L
Maximum Queue (ft)	910	100	365	518	319	200	96	46	15	126	89	70
Average Queue (ft)	734	88	361	488	42	19	22	7	1	37	15	7
95th Queue (ft)	1159	136	384	507	192	101	67	33	10	89	56	38
Link Distance (ft)	852			474	474			307	307			
Upstream Blk Time (%)	58			58	0	0						
Queuing Penalty (veh)	0			484	1	0						
Storage Bay Dist (ft)		50	270			360	225			225	225	365
Storage Blk Time (%)	35	25	89	91	1							
Queuing Penalty (veh)	58	11	615	626	2							

Intersection: 8: International Pkwy & Old Schulte Road

Movement	SB	SB	SB
Directions Served	L	T	T
Maximum Queue (ft)	108	27	25
Average Queue (ft)	33	3	3
95th Queue (ft)	84	15	15
Link Distance (ft)		1700	1700
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)	365		
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 9: International Pkwy & Berkeley Rd

Movement	EB	WB	WB	NB	NB
Directions Served	TR	L	TR	L	R
Maximum Queue (ft)	78	85	126	234	37
Average Queue (ft)	22	32	10	76	2
95th Queue (ft)	69	81	59	182	17
Link Distance (ft)	1107		336		
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)		50		390	390
Storage Blk Time (%)		13	1		
Queuing Penalty (veh)		0	0		

Intersection: 17: Old Schulte Road & Bud Lyons Wy

Movement	EB	EB	EB	EB	WB	WB	WB	WB	B43	NB	SB	SB
Directions Served	L	T	T	R	L	T	T	R	T	L	L	TR
Maximum Queue (ft)	160	95	53	41	48	1960	1950	515	1923	83	95	126
Average Queue (ft)	54	16	3	3	2	1926	1898	178	1913	27	25	30
95th Queue (ft)	135	61	25	23	49	1970	1960	579	1922	87	69	94
Link Distance (ft)		603	603			1871	1871		1908	269		
Upstream Blk Time (%)						89	59		72			
Queuing Penalty (veh)						578	381		928			
Storage Bay Dist (ft)	330			120	360			375			300	
Storage Blk Time (%)			0			100	99					
Queuing Penalty (veh)			0			1	134					

Intersection: 18: Private Driveway/Pavillion Pkwy & Old Schulte Road

Movement	WB
Directions Served	LT
Maximum Queue (ft)	1864
Average Queue (ft)	1828
95th Queue (ft)	1925
Link Distance (ft)	
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 1511: Old Schulte Road

Movement	WB	WB
Directions Served	T	T
Maximum Queue (ft)	920	926
Average Queue (ft)	893	887
95th Queue (ft)	919	932
Link Distance (ft)	882	882
Upstream Blk Time (%)	53	57
Queuing Penalty (veh)	443	476
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Zone Summary

Zone wide Queuing Penalty: 11784

Intersection: 16: Hansen Rd & Promontory Pkwy

Movement	EB	EB	EB	EB	WB	WB	WB	NB	NB	NB	NB	SB
Directions Served	L	T	T	R	L	T	T	L	T	T	R	L
Maximum Queue (ft)	25	936	1608	447	57	34	14	113	57	58	80	13
Average Queue (ft)	3	60	206	149	9	3	1	35	6	8	19	1
95th Queue (ft)	16	503	1051	401	37	18	8	86	33	36	55	7
Link Distance (ft)		4083	4083			2744	2744		1261	1261		
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	340			340	380			280			280	280
Storage Blk Time (%)		0	0	16								
Queuing Penalty (veh)		0	1	6								

Intersection: 16: Hansen Rd & Promontory Pkwy

Movement	SB
Directions Served	R
Maximum Queue (ft)	14
Average Queue (ft)	1
95th Queue (ft)	8
Link Distance (ft)	
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	280
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 1: International Pkwy & Promontory Pkwy

Movement	EB	EB	WB	WB	WB	SB	SB
Directions Served	L	T	T	R	R	L	L
Maximum Queue (ft)	40	60	59	76	102	74	160
Average Queue (ft)	2	12	7	32	38	8	57
95th Queue (ft)	14	46	35	65	81	41	128
Link Distance (ft)		1206	992	992			1093
Upstream Blk Time (%)							
Queuing Penalty (veh)							
Storage Bay Dist (ft)	215				360	375	
Storage Blk Time (%)							
Queuing Penalty (veh)							

Intersection: 2: Hopkins Rd & Promontory Pkwy

Movement	EB	EB	EB	WB	WB	WB	NB	NB
Directions Served	T	T	R	L	T	T	L	R
Maximum Queue (ft)	87	119	176	64	103	134	274	385
Average Queue (ft)	28	49	79	20	33	62	181	47
95th Queue (ft)	76	98	132	52	82	114	309	231
Link Distance (ft)	992	992	992		4083	4083		738
Upstream Blk Time (%)								
Queuing Penalty (veh)								
Storage Bay Dist (ft)				380			215	
Storage Blk Time (%)							5	
Queuing Penalty (veh)							1	

Intersection: 3: Hansen Rd & Hopkins Rd

Movement	EB	EB	WB	WB	NB	NB	NB	NB	SB	SB	SB	SB
Directions Served	L	TR	L	TR	L	T	T	R	L	T	T	R
Maximum Queue (ft)	14	245	54	100	400	785	44	46	48	60	76	47
Average Queue (ft)	1	106	9	28	311	197	4	6	10	14	24	3
95th Queue (ft)	10	194	34	70	474	681	24	30	33	46	62	23
Link Distance (ft)		1257		368		1021	1021			704	704	
Upstream Blk Time (%)						0						
Queuing Penalty (veh)						0						
Storage Bay Dist (ft)	340		300		300			300	400			300
Storage Blk Time (%)		0			18							
Queuing Penalty (veh)		0			2							

Intersection: 4: Old Schulte Road & Hansen Rd

Movement	EB	EB	EB	WB	WB	WB	NB	NB	SB	SB	SB
Directions Served	L	T	R	L	T	R	L	TR	L	T	R
Maximum Queue (ft)	375	971	118	73	179	66	131	218	185	74	150
Average Queue (ft)	320	303	9	17	62	22	41	95	94	16	65
95th Queue (ft)	434	782	65	53	140	53	99	183	167	51	119
Link Distance (ft)		1372			642			1495		1021	1021
Upstream Blk Time (%)											
Queuing Penalty (veh)											
Storage Bay Dist (ft)	300		300	380		380	435		310		
Storage Blk Time (%)	20	0									
Queuing Penalty (veh)	56	2									

Intersection: 5: Safeway Dwy & Old Schulte Road

Movement	EB	EB	EB	B1513	B1513	WB	WB	NB	NB
Directions Served	L	T	R	T	T	L	TR	L	TR
Maximum Queue (ft)	24	347	73	85	11	86	137	132	75
Average Queue (ft)	1	117	7	3	0	22	30	38	25
95th Queue (ft)	15	282	38	61	11	67	93	101	60
Link Distance (ft)		491	491	621	621		1372	1143	1143
Upstream Blk Time (%)									
Queuing Penalty (veh)									
Storage Bay Dist (ft)	290					180			
Storage Blk Time (%)		1					0		
Queuing Penalty (veh)		0					0		

Intersection: 6: Gateway Blvd & Old Schulte Road

Movement	EB	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB
Directions Served	L	T	T	T	R	L	T	T	R	L	L	TR
Maximum Queue (ft)	55	348	295	90	52	97	182	170	57	92	39	76
Average Queue (ft)	8	151	77	5	5	20	80	65	4	24	2	25
95th Queue (ft)	37	279	198	40	30	70	146	142	29	71	18	65
Link Distance (ft)		1128	1128	1128			621	621		1161	1161	1161
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	400				290	380			275			
Storage Blk Time (%)		0										
Queuing Penalty (veh)		0										

Intersection: 6: Gateway Blvd & Old Schulte Road

Movement	SB	SB
Directions Served	L	TR
Maximum Queue (ft)	61	60
Average Queue (ft)	10	11
95th Queue (ft)	40	41
Link Distance (ft)		1024
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	40	
Storage Blk Time (%)	3	1
Queuing Penalty (veh)	0	0

Intersection: 7: Schulte Ct & Old Schulte Road

Movement	EB	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	SB
Directions Served	L	T	T	T	R	L	T	T	R	L	TR	L
Maximum Queue (ft)	28	239	173	131	27	35	233	234	20	42	39	26
Average Queue (ft)	6	107	57	35	5	5	96	81	1	13	12	5
95th Queue (ft)	23	199	138	91	21	23	181	176	8	37	32	20
Link Distance (ft)		882	882	882	882		1128	1128			1047	
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	400					400			400	145		60
Storage Blk Time (%)												
Queuing Penalty (veh)												

Intersection: 7: Schulte Ct & Old Schulte Road

Movement	SB
Directions Served	TR
Maximum Queue (ft)	38
Average Queue (ft)	8
95th Queue (ft)	27
Link Distance (ft)	967
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	0
Queuing Penalty (veh)	0

Intersection: 8: International Pkwy & Old Schulte Road

Movement	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB	NB	NB
Directions Served	L	T	R	L	L	T	R	L	T	T	R	R
Maximum Queue (ft)	32	132	94	214	207	70	30	60	27	2	138	103
Average Queue (ft)	2	47	9	105	77	14	4	11	3	0	72	40
95th Queue (ft)	16	97	54	190	168	44	20	35	15	2	122	85
Link Distance (ft)		852			474	474			307	307		
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	125		50	270			360	225			225	225
Storage Blk Time (%)		14	0		0							
Queuing Penalty (veh)		9	0		0							

Intersection: 8: International Pkwy & Old Schulte Road

Movement	B156	B156	SB	SB	SB	SB	SB
Directions Served	T	T	L	L	T	T	R
Maximum Queue (ft)	32	242	106	120	53	53	43
Average Queue (ft)	2	10	25	46	8	7	4
95th Queue (ft)	16	113	72	94	31	30	21
Link Distance (ft)	744	744			1700	1700	
Upstream Blk Time (%)							
Queuing Penalty (veh)							
Storage Bay Dist (ft)			365	365			220
Storage Blk Time (%)							
Queuing Penalty (veh)							

Intersection: 9: International Pkwy & Berkeley Rd

Movement	EB	EB	WB	WB	NB	NB	NB	SB	SB
Directions Served	L	TR	L	TR	L	T	R	T	TR
Maximum Queue (ft)	3	90	80	36	68	19	58	28	6
Average Queue (ft)	0	45	23	1	10	1	5	4	0
95th Queue (ft)	3	79	59	20	45	8	31	19	5
Link Distance (ft)	1107	1107		336		613		192	192
Upstream Blk Time (%)									
Queuing Penalty (veh)									
Storage Bay Dist (ft)			50		390		390		
Storage Blk Time (%)			1	0					
Queuing Penalty (veh)			0	0					

Intersection: 17: Old Schulte Road & Bud Lyons Wy

Movement	EB	EB	EB	EB	WB	WB	WB	NB	SB	SB
Directions Served	L	T	T	R	T	T	R	L	L	TR
Maximum Queue (ft)	126	232	128	53	92	40	49	68	123	81
Average Queue (ft)	38	98	36	5	33	2	8	11	46	26
95th Queue (ft)	98	176	96	30	74	21	31	46	101	69
Link Distance (ft)		603	603		1871	1871		269		450
Upstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)	330			120			375		300	
Storage Blk Time (%)			0							
Queuing Penalty (veh)			0							

Intersection: 18: Private Driveway/Pavillion Pkwy & Old Schulte Road

Movement
Directions Served
Maximum Queue (ft)
Average Queue (ft)
95th Queue (ft)
Link Distance (ft)
Upstream Blk Time (%)
Queuing Penalty (veh)
Storage Bay Dist (ft)
Storage Blk Time (%)
Queuing Penalty (veh)

Intersection: 1511: Old Schulte Road

Movement
Directions Served
Maximum Queue (ft)
Average Queue (ft)
95th Queue (ft)
Link Distance (ft)
Upstream Blk Time (%)
Queuing Penalty (veh)
Storage Bay Dist (ft)
Storage Blk Time (%)
Queuing Penalty (veh)

Zone Summary

Zone wide Queuing Penalty: 70

Intersection: 16: Hansen Rd & Promontory Pkwy

Movement	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB	NB
Directions Served	L	T	T	R	L	T	T	R	L	T	T	R
Maximum Queue (ft)	25	33	58	31	58	66	49	3	56	9	18	53
Average Queue (ft)	2	3	4	4	10	13	6	0	12	0	1	11
95th Queue (ft)	13	18	27	18	38	46	29	2	39	7	11	35
Link Distance (ft)		4083	4083			2754	2754			1261	1261	
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	340			340	380			930	280			280
Storage Blk Time (%)												
Queuing Penalty (veh)												

Intersection: 16: Hansen Rd & Promontory Pkwy

Movement	SB
Directions Served	R
Maximum Queue (ft)	8
Average Queue (ft)	1
95th Queue (ft)	5
Link Distance (ft)	
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	280
Storage Blk Time (%)	
Queuing Penalty (veh)	

F. Road Closure Detour with Reduced Cut-Through Conditions SimTraffic Queuing Output Sheets

Intersection: 1: International Pkwy & Promontory Pkwy

Movement	EB	WB	WB	WB	WB	NB	NB	SB	SB	SB
Directions Served	T	L	T	R	R	T	T	L	L	T
Maximum Queue (ft)	37	10	33	95	102	49	3	132	186	11
Average Queue (ft)	6	1	7	40	37	6	0	45	95	0
95th Queue (ft)	23	10	24	79	87	31	3	102	156	8
Link Distance (ft)	1206		992	992		796	796		1093	1093
Upstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)		360			360			375		
Storage Blk Time (%)										
Queuing Penalty (veh)										

Intersection: 2: Hopkins Rd & Promontory Pkwy

Movement	EB	EB	EB	WB	WB	WB	NB	NB
Directions Served	T	T	R	L	T	T	L	R
Maximum Queue (ft)	171	183	175	96	79	121	262	147
Average Queue (ft)	73	83	87	19	11	44	119	8
95th Queue (ft)	132	145	145	66	47	99	244	77
Link Distance (ft)	992	992	992		4083	4083		738
Upstream Blk Time (%)								
Queuing Penalty (veh)								
Storage Bay Dist (ft)				380			215	
Storage Blk Time (%)							2	
Queuing Penalty (veh)							0	

Intersection: 3: Hansen Rd & Hopkins Rd

Movement	EB	WB	WB	NB	NB	NB	NB	SB	SB	SB	SB
Directions Served	TR	L	TR	L	T	T	R	L	T	T	R
Maximum Queue (ft)	325	60	104	374	173	106	21	46	149	193	30
Average Queue (ft)	140	11	26	195	34	31	2	12	61	92	2
95th Queue (ft)	264	44	72	339	109	84	13	37	128	162	16
Link Distance (ft)	1257		368		1021	1021			704	704	
Upstream Blk Time (%)											
Queuing Penalty (veh)											
Storage Bay Dist (ft)		300		300			300	400			300
Storage Blk Time (%)	0			2							
Queuing Penalty (veh)	0			2							

Intersection: 4: Old Schulte Road & Hansen Rd

Movement	EB	EB	EB	WB	WB	WB	B39	B39	NB	NB	SB	SB
Directions Served	L	T	R	L	T	R	T		L	TR	L	T
Maximum Queue (ft)	342	225	52	466	690	470	453	423	95	55	117	251
Average Queue (ft)	174	44	6	87	336	125	80	52	18	11	22	31
95th Queue (ft)	320	148	28	287	671	368	404	324	66	40	77	236
Link Distance (ft)		1372			642		603	603		1495		1021
Upstream Blk Time (%)					12		6	3				0
Queuing Penalty (veh)					95		24	11				0
Storage Bay Dist (ft)	300		300	380		380			435		310	
Storage Blk Time (%)	2			1	17							0
Queuing Penalty (veh)	2			10	59							0

Intersection: 4: Old Schulte Road & Hansen Rd

Movement	SB
Directions Served	R
Maximum Queue (ft)	647
Average Queue (ft)	246
95th Queue (ft)	573
Link Distance (ft)	1021
Upstream Blk Time (%)	1
Queuing Penalty (veh)	2
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 5: Safeway Dwy & Old Schulte Road

Movement	EB	EB	EB	B1513	B1513	WB	WB	NB	NB
Directions Served	L	T	R	T	T	L	TR	L	TR
Maximum Queue (ft)	48	262	48	15	16	183	1163	207	65
Average Queue (ft)	5	49	5	1	1	54	365	70	10
95th Queue (ft)	31	166	29	15	16	139	1227	193	43
Link Distance (ft)		491	491	621	621		1372	1143	1143
Upstream Blk Time (%)							6		
Queuing Penalty (veh)							61		
Storage Bay Dist (ft)	290					180			
Storage Blk Time (%)		0				0	20		
Queuing Penalty (veh)		0				1	9		

Intersection: 6: Gateway Blvd & Old Schulte Road

Movement	EB	EB	EB	EB	EB	WB	WB	WB	WB	B1513	NB	NB
Directions Served	L	T	T	T	R	L	T	T	R	T	L	L
Maximum Queue (ft)	85	300	242	45	166	377	665	642	250	438	299	284
Average Queue (ft)	15	120	63	2	58	117	316	293	29	139	104	81
95th Queue (ft)	56	234	177	22	130	337	755	725	164	499	239	231
Link Distance (ft)		1128	1128	1128			621	621		491	1161	1161
Upstream Blk Time (%)							21	14		11		
Queuing Penalty (veh)							99	66		105		
Storage Bay Dist (ft)	400				290	380			275			
Storage Blk Time (%)		0				2	32	32	0			
Queuing Penalty (veh)		0				6	22	6	0			

Intersection: 6: Gateway Blvd & Old Schulte Road

Movement	NB	SB
Directions Served	TR	TR
Maximum Queue (ft)	73	60
Average Queue (ft)	20	4
95th Queue (ft)	60	29
Link Distance (ft)	1161	1024
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		2
Queuing Penalty (veh)		0

Intersection: 7: Schulte Ct & Old Schulte Road

Movement	EB	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	SB
Directions Served	L	T	T	T	R	L	T	T	R	L	TR	L
Maximum Queue (ft)	55	218	154	212	29	480	1158	1159	436	66	21	14
Average Queue (ft)	8	86	33	64	9	186	653	627	73	20	1	1
95th Queue (ft)	34	174	104	148	29	535	1418	1420	351	50	9	9
Link Distance (ft)		882	882	882	882		1128	1128			1047	
Upstream Blk Time (%)							22	20				
Queuing Penalty (veh)							106	95				
Storage Bay Dist (ft)	400					400			400	145		60
Storage Blk Time (%)						0	53	50				
Queuing Penalty (veh)						0	41	11				

Intersection: 7: Schulte Ct & Old Schulte Road

Movement	SB
Directions Served	TR
Maximum Queue (ft)	53
Average Queue (ft)	8
95th Queue (ft)	35
Link Distance (ft)	967
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	2
Queuing Penalty (veh)	0

Intersection: 8: International Pkwy & Old Schulte Road

Movement	EB	EB	WB	WB	WB	WB	NB	NB	NB	NB	NB	B156
Directions Served	T	R	L	L	T	R	L	T	T	R	R	T
Maximum Queue (ft)	906	100	365	512	413	203	100	66	21	114	79	8
Average Queue (ft)	649	91	330	435	64	18	24	9	1	38	11	0
95th Queue (ft)	1143	131	468	647	259	105	73	40	14	92	46	9
Link Distance (ft)	852			474	474			307	307			744
Upstream Blk Time (%)	50			44	0	0						
Queuing Penalty (veh)	0			198	2	0						
Storage Bay Dist (ft)		50	270			360	225			225	225	
Storage Blk Time (%)	37	29	72	78	1							
Queuing Penalty (veh)	61	13	264	285	1							

Intersection: 8: International Pkwy & Old Schulte Road

Movement	B156	SB	SB	SB	SB
Directions Served	T	L	L	T	T
Maximum Queue (ft)	17	63	101	25	20
Average Queue (ft)	1	7	30	3	2
95th Queue (ft)	17	38	78	16	11
Link Distance (ft)	744			1700	1700
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)		365	365		
Storage Blk Time (%)					
Queuing Penalty (veh)					

Intersection: 9: International Pkwy & Berkeley Rd

Movement	EB	WB	WB	NB	NB	NB
Directions Served	TR	L	TR	L	T	R
Maximum Queue (ft)	71	89	111	240	47	16
Average Queue (ft)	20	33	12	68	2	1
95th Queue (ft)	64	81	63	170	48	11
Link Distance (ft)	1107		336		613	
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)		50		390		390
Storage Blk Time (%)		14	1	0		
Queuing Penalty (veh)		0	0	0		

Intersection: 12: International Pkwy & Daylight Rd

Movement	NB	NB
Directions Served	T	T
Maximum Queue (ft)	133	100
Average Queue (ft)	55	28
95th Queue (ft)	103	73
Link Distance (ft)	677	677
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)	0	0
Queuing Penalty (veh)	0	0

Intersection: 13: International Pkwy & Capital Parks Dr

Movement	EB	EB	NB	NB	SB	SB	SB
Directions Served	L	TR	T	T	T	T	R
Maximum Queue (ft)	59	39	55	67	121	69	29
Average Queue (ft)	25	5	13	12	42	5	3
95th Queue (ft)	51	21	41	44	97	27	16
Link Distance (ft)		570	1093	1093	677	677	
Upstream Blk Time (%)							
Queuing Penalty (veh)							
Storage Bay Dist (ft)	240						285
Storage Blk Time (%)							
Queuing Penalty (veh)							

Intersection: 17: Old Schulte Road & Bud Lyons Wy

Movement	EB	EB	EB	EB	WB	WB	WB	WB	NB	SB	SB
Directions Served	L	T	T	R	L	T	T	R	L	L	TR
Maximum Queue (ft)	165	85	32	54	21	692	673	247	64	87	62
Average Queue (ft)	54	16	2	4	1	206	142	41	9	26	12
95th Queue (ft)	130	57	15	27	15	499	460	161	42	68	44
Link Distance (ft)		603	603			1871	1871		269		450
Upstream Blk Time (%)											
Queuing Penalty (veh)											
Storage Bay Dist (ft)	330			120	360			375		300	
Storage Blk Time (%)						6	5				
Queuing Penalty (veh)						0	6				

Intersection: 18: Private Driveway/Pavillion Pkwy & Old Schulte Road

Movement
Directions Served
Maximum Queue (ft)
Average Queue (ft)
95th Queue (ft)
Link Distance (ft)
Upstream Blk Time (%)
Queuing Penalty (veh)
Storage Bay Dist (ft)
Storage Blk Time (%)
Queuing Penalty (veh)

Intersection: 31:

Movement	EB
Directions Served	LT
Maximum Queue (ft)	57
Average Queue (ft)	3
95th Queue (ft)	26
Link Distance (ft)	2766
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 1511: Old Schulte Road

Movement	WB	WB
Directions Served	T	T
Maximum Queue (ft)	924	926
Average Queue (ft)	696	662
95th Queue (ft)	1266	1269
Link Distance (ft)	882	882
Upstream Blk Time (%)	33	32
Queuing Penalty (veh)	148	145
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 1512: Hopkins Rd

Movement	EB	SB
Directions Served	LT	LR
Maximum Queue (ft)	68	25
Average Queue (ft)	4	2
95th Queue (ft)	41	15
Link Distance (ft)	352	189
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Zone Summary

Zone wide Queuing Penalty: 1957

Intersection: 16: Hansen Rd & Promontory Pkwy

Movement	EB	EB	EB	EB	WB	WB	WB	NB	NB	NB	NB	SB
Directions Served	L	T	T	R	L	T	T	L	T	T	R	L
Maximum Queue (ft)	22	51	49	112	42	37	23	121	42	55	81	14
Average Queue (ft)	2	11	7	39	6	3	1	44	4	10	27	1
95th Queue (ft)	14	38	27	86	28	17	11	93	25	40	61	9
Link Distance (ft)		4083	4083			2659	2659		1254	1254		
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	340			340	380			280			280	280
Storage Blk Time (%)												
Queuing Penalty (veh)												

Intersection: 16: Hansen Rd & Promontory Pkwy

Movement	SB
Directions Served	R
Maximum Queue (ft)	19
Average Queue (ft)	2
95th Queue (ft)	11
Link Distance (ft)	
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	280
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 1: International Pkwy & Promontory Pkwy

Movement	EB	EB	WB	WB	WB	SB	SB	SB
Directions Served	L	T	T	R	R	L	L	R
Maximum Queue (ft)	21	58	60	79	96	102	161	1
Average Queue (ft)	1	11	9	33	39	9	62	0
95th Queue (ft)	12	40	40	66	79	51	135	1
Link Distance (ft)		1206	992	992			1093	
Upstream Blk Time (%)								
Queuing Penalty (veh)								
Storage Bay Dist (ft)	215				360	375		375
Storage Blk Time (%)								
Queuing Penalty (veh)								

Intersection: 2: Hopkins Rd & Promontory Pkwy

Movement	EB	EB	EB	WB	WB	WB	NB	NB
Directions Served	T	T	R	L	T	T	L	R
Maximum Queue (ft)	87	114	158	57	100	156	274	353
Average Queue (ft)	24	44	79	20	33	66	165	29
95th Queue (ft)	71	97	131	50	82	121	295	171
Link Distance (ft)	992	992	992		4083	4083		738
Upstream Blk Time (%)								
Queuing Penalty (veh)								
Storage Bay Dist (ft)				380			215	
Storage Blk Time (%)							4	
Queuing Penalty (veh)							1	

Intersection: 3: Hansen Rd & Hopkins Rd

Movement	EB	EB	WB	WB	NB	NB	NB	NB	SB	SB	SB	SB
Directions Served	L	TR	L	TR	L	T	T	R	L	T	T	R
Maximum Queue (ft)	5	254	52	102	400	696	33	47	48	73	94	49
Average Queue (ft)	0	106	10	33	296	138	2	4	11	15	22	4
95th Queue (ft)	5	192	37	79	466	545	16	24	35	50	64	23
Link Distance (ft)		1257				1021	1021			704	704	
Upstream Blk Time (%)						0						
Queuing Penalty (veh)						0						
Storage Bay Dist (ft)	340		300		300			300	400			300
Storage Blk Time (%)		0			15							
Queuing Penalty (veh)		0			1							

Intersection: 4: Old Schulte Road & Hansen Rd

Movement	EB	EB	EB	WB	WB	WB	NB	NB	SB	SB	SB
Directions Served	L	T	R	L	T	R	L	TR	L	T	R
Maximum Queue (ft)	374	863	115	76	160	84	96	189	202	70	131
Average Queue (ft)	307	279	10	17	58	23	33	85	94	15	59
95th Queue (ft)	433	731	65	54	126	60	78	163	179	49	104
Link Distance (ft)		1372			642			1495		1021	1021
Upstream Blk Time (%)											
Queuing Penalty (veh)											
Storage Bay Dist (ft)	300		300	380		380	435		310		
Storage Blk Time (%)	18	0							0		
Queuing Penalty (veh)	50	0							0		

Intersection: 5: Safeway Dwy & Old Schulte Road

Movement	EB	EB	EB	B1513	B1513	WB	WB	NB	NB
Directions Served	L	T	R	T	T	L	TR	L	TR
Maximum Queue (ft)	47	424	65	89	7	94	122	119	77
Average Queue (ft)	3	121	6	5	0	22	28	37	24
95th Queue (ft)	36	318	32	56	7	67	85	95	58
Link Distance (ft)		491	491	621	621		1372	1143	1143
Upstream Blk Time (%)		0							
Queuing Penalty (veh)		1							
Storage Bay Dist (ft)	290					180			
Storage Blk Time (%)	0	1					0		
Queuing Penalty (veh)	0	0					0		

Intersection: 6: Gateway Blvd & Old Schulte Road

Movement	EB	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB
Directions Served	L	T	T	T	R	L	T	T	R	L	L	TR
Maximum Queue (ft)	74	327	241	103	46	86	166	161	58	94	52	81
Average Queue (ft)	8	143	78	7	5	20	74	63	5	26	3	26
95th Queue (ft)	40	268	189	52	28	66	139	130	29	75	26	67
Link Distance (ft)		1128	1128	1128			621	621		1161	1161	1161
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	400				290	380			275			
Storage Blk Time (%)		0										
Queuing Penalty (veh)		0										

Intersection: 6: Gateway Blvd & Old Schulte Road

Movement	SB	SB
Directions Served	L	TR
Maximum Queue (ft)	54	64
Average Queue (ft)	8	9
95th Queue (ft)	33	40
Link Distance (ft)		1024
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	40	
Storage Blk Time (%)	2	0
Queuing Penalty (veh)	0	0

Intersection: 7: Schulte Ct & Old Schulte Road

Movement	EB	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	SB
Directions Served	L	T	T	T	R	L	T	T	R	L	TR	L
Maximum Queue (ft)	28	255	200	116	26	30	210	188	20	47	39	28
Average Queue (ft)	5	103	59	37	6	5	93	74	1	14	13	4
95th Queue (ft)	21	198	141	88	23	23	173	156	9	37	32	19
Link Distance (ft)		882	882	882	882		1128	1128			1047	
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	400					400			400	145		60
Storage Blk Time (%)												0
Queuing Penalty (veh)												0

Intersection: 7: Schulte Ct & Old Schulte Road

Movement	SB
Directions Served	TR
Maximum Queue (ft)	36
Average Queue (ft)	8
95th Queue (ft)	26
Link Distance (ft)	967
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	0
Queuing Penalty (veh)	0

Intersection: 8: International Pkwy & Old Schulte Road

Movement	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB	NB	NB
Directions Served	L	T	R	L	L	T	R	L	T	T	R	R
Maximum Queue (ft)	34	110	96	242	217	76	39	53	16	8	150	110
Average Queue (ft)	3	46	10	127	97	15	5	10	2	0	69	38
95th Queue (ft)	19	88	56	213	186	47	23	35	9	5	120	84
Link Distance (ft)		852			474	474			307	307		
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	125		50	270			360	225			225	225
Storage Blk Time (%)		15	0	0	0							
Queuing Penalty (veh)		10	0	0	0							

Intersection: 8: International Pkwy & Old Schulte Road

Movement	B156	B156	SB	SB	SB	SB	SB
Directions Served	T	T	L	L	T	T	R
Maximum Queue (ft)	28	168	94	118	54	58	39
Average Queue (ft)	1	8	28	48	12	9	4
95th Queue (ft)	15	93	72	100	38	35	23
Link Distance (ft)	744	744			1700	1700	
Upstream Blk Time (%)							
Queuing Penalty (veh)							
Storage Bay Dist (ft)			365	365			220
Storage Blk Time (%)							
Queuing Penalty (veh)							

Intersection: 9: International Pkwy & Berkeley Rd

Movement	EB	WB	WB	NB	NB	NB	SB
Directions Served	TR	L	TR	L	T	R	T
Maximum Queue (ft)	78	77	45	105	34	72	33
Average Queue (ft)	17	27	1	28	4	16	4
95th Queue (ft)	55	62	21	79	21	57	22
Link Distance (ft)	1107		336		613		192
Upstream Blk Time (%)							
Queuing Penalty (veh)							
Storage Bay Dist (ft)		50		390		390	
Storage Blk Time (%)		5	0				
Queuing Penalty (veh)		0	0				

Intersection: 17: Old Schulte Road & Bud Lyons Wy

Movement	EB	EB	EB	EB	WB	WB	WB	NB	SB	SB
Directions Served	L	T	T	R	T	T	R	L	L	TR
Maximum Queue (ft)	105	246	145	57	90	31	42	69	131	84
Average Queue (ft)	34	101	39	7	34	2	9	14	48	24
95th Queue (ft)	88	182	101	36	75	15	31	53	100	65
Link Distance (ft)		603	603		1871	1871		269		
Upstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)	330			120			375		300	
Storage Blk Time (%)		0	0							
Queuing Penalty (veh)		0	0							

Intersection: 18: Private Driveway/Pavillion Pkwy & Old Schulte Road

Movement
Directions Served
Maximum Queue (ft)
Average Queue (ft)
95th Queue (ft)
Link Distance (ft)
Upstream Blk Time (%)
Queuing Penalty (veh)
Storage Bay Dist (ft)
Storage Blk Time (%)
Queuing Penalty (veh)

Intersection: 1511: Old Schulte Road

Movement
Directions Served
Maximum Queue (ft)
Average Queue (ft)
95th Queue (ft)
Link Distance (ft)
Upstream Blk Time (%)
Queuing Penalty (veh)
Storage Bay Dist (ft)
Storage Blk Time (%)
Queuing Penalty (veh)

Zone Summary

Zone wide Queuing Penalty: 63

Intersection: 16: Hansen Rd & Promontory Pkwy

Movement	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB	NB
Directions Served	L	T	T	R	L	T	T	R	L	T	T	R
Maximum Queue (ft)	22	43	63	32	62	60	55	6	79	22	16	51
Average Queue (ft)	2	9	9	7	12	9	7	0	33	1	1	10
95th Queue (ft)	11	31	37	24	44	36	32	3	68	9	7	34
Link Distance (ft)		4083	4083			2768	2768			1261	1261	
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	340			340	380			930	280			280
Storage Blk Time (%)												
Queuing Penalty (veh)												

Intersection: 16: Hansen Rd & Promontory Pkwy

Movement	SB
Directions Served	R
Maximum Queue (ft)	9
Average Queue (ft)	0
95th Queue (ft)	5
Link Distance (ft)	
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	280
Storage Blk Time (%)	
Queuing Penalty (veh)	

INTERNATIONAL PKWY DETOUR ROUTE MAP

OCTOBER 2025 - AUGUST 2026

ATTACHMENT C



APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

---

1) APPROVING SUCH TEMPORARY ROAD CLOSURE FOR THE INTERNATIONAL PARKWAY BRIDGE REPLACEMENT AND EXPANSION, CAPITAL IMPROVEMENT PROJECT 73148, FOR A PERIOD OF UP TO ELEVEN (11) MONTHS TO MITIGATE TRAFFIC SAFETY CONCERNS AND FACILITATE CONSTRUCTION OF THE PROJECT, AND

2) AUTHORIZING THE SUBMISSION OF REQUIRED DOCUMENTS TO THE ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) FOR CONSIDERATION OF THE FEDERAL GRANT AWARD ENVIRONMENTAL NARRATIVE FOR ED 900C G.1 UPDATING FOR THE INTERNATIONAL PARKWAY BRIDGE DURING DEMOLITION, REPLACEMENT, AND EXPANSION OF THE DELTA-MENDOTA CANAL CROSSING, AND

3) ACCEPTING THAT THE TEMPORARY ROAD CLOSURE IS WITHIN THE SCOPE OF THE DEVELOPMENT PROGRAM EVALUATED IN THE CORDES RANCH SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT, AND NO SUBSEQUENT ACTION IS REQUIRED PURSUANT TO SECTION 15162 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES, UNDER SECTION 15168(C), AND THE NATIONAL ENVIRONMENTAL POLICY ACT ENVIRONMENTAL ASSESSMENT PREPARED BY THE ECONOMIC DEVELOPMENT ADMINISTRATION DATED JANUARY 19, 2021.

WHEREAS, the International Parkway Bridge Replacement and Expansion Project over the Delta-Mendota Canal (Project) is an approved Capital Improvement Project (CIP) Number 73148; and

WHEREAS, the Project is located within the Cordes Ranch Specific Plan (CRSP) area. It serves as a key north-south route between Interstate 205 (I-205) and Interstate 580 (I-580) in the International Park of Commerce (IPC) area; and

WHEREAS, the Project includes replacing and widening the existing bridge over the Delta Mendota Canal. Prologis, the master developer of IPC, is a primary benefactor and funding partner; and

WHEREAS, in 2020, the City, in partnership with Prologis, applied for federal funding under the Coronavirus Aid Relief and Economic Security (CARES) Act through the U.S. Economic Development Administration (EDA). The City received a grant award of $8.35 million and accepted the award on June 15, 2021, under Resolution No. 2021-075. Prologis committed $9.49 million in matching funds, bringing the total Project budget to $17.8 million; and

WHEREAS, on May 6, 2025, the City Council awarded the construction contract to O.C. Jones & Sons, Inc. in the amount of $14.1 million, with a contingency of $1.4 million under Resolution No. 2025-093; and

WHEREAS, to enhance safety and reduce construction time, staff is requesting the Council to approve the road closure of International Parkway, from Berkeley Road to Promontory Parkway, for an approximate period of 11 months; and

WHEREAS, the EDA requires specific steps to revalidate the NEPA document for the road closure, including:

1. Preparation of a traffic study
2. Publication of a notice for the City Council meeting
3. 30-day public notice period
4. City Council action by resolution
5. Revision of the Environmental Narrative
6. EDA review and approval of the updated documents; and

WHEREAS, the City's Project partner, Prologis, retained Kimley-Horn & Associates (Consultant), a traffic engineering firm with extensive experience in the IPC area, to prepare the traffic study for the closure; and

WHEREAS, the road closure will enhance safety for all travelers and decrease construction time, which will allow the Project to be completed in a shorter time, thereby reducing the traffic impact on the area and meeting the EDA Grant funding deadline; and

WHEREAS, in compliance with the notice requirements outlined by the EDA, staff, in coordination with Prologis, has placed a notification of Public Hearing for the proposed road closure of International Parkway in the Tracy Press publication dates on August 22, August 29, and September 5, 2025. Staff placed a notification in the Mountain House Matters publication for the August/September 2025 Issue #136. The notification has been placed on the City Website to include the Public Hearing notification, the Kimley-Horn traffic study, and the proposed detour map for review; and

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

WHEREAS, the EDA conducted an Environmental Assessment (EA) on January 19, 2021, to include this project. The subsequent Environmental Narrative (EN) will be updated for ED 900C G.1 pursuant to this Council Action; and

WHEREAS, staff recommend that the City Council approve the temporary closure and adopt the accompanying resolution in the best interest of the Project; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy has conducted a Public Hearing for regarding the temporary road closure of International Parkway between Berkeley Road and Promontory Parkway under Capital Improvement project 73148 and approve such temporary road closure for the International Parkway Bridge Replacement and Expansion, Capital

Improvement Project 73148, for a period of up to eleven (11) months to mitigate traffic safety concerns and facilitate construction of the Project; and be it

FURTHER RESOLVED: That the City Council authorize the submission of required documents to the Economic Development Administration (EDA) for consideration of the Federal Grant Award Environmental Narrative for ED 900C G.1 update for the International Parkway Bridge during demolition, replacement, and expansion of the Delta-Mendota Canal crossing; and be it

FURTHER RESOLVED: That the City Council accept that the temporary road closure is within the scope of the development program evaluated in the Cordes Ranch Specific Plan Environmental Impact Report, and no subsequent action is required pursuant to Section 15162 of the California Environmental Quality Act guidelines, under Section 15168(c), and the National Environmental Policy Act Environmental Assessment prepared by the Economic Development Administration dated January 19, 2021.

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

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 7th day of October 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

TEMPORARY ROAD CLOSURE – INTERNATIONAL PARKWAY

Capital Improvement Project - 73148

October 7, 2025

Think Inside the Triangle™

PROPOSED ROAD CLOSURE



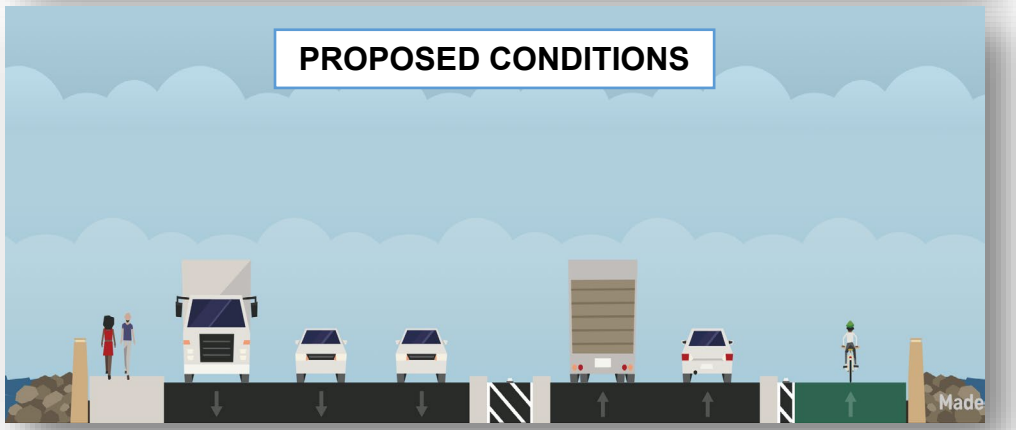
PROJECT OVERVIEW

The International Parkway Bridge Replacement and Expansion over the Delta-Mendota Canal, Capital Improvement Project (CIP) 73148

- Economic Development Administration (EDA) Grant
- Removal of the existing bridge structure
- Utility Relocation
- Widened Bridge from two lanes to four lanes
  - Class I Bike Lane
    (path separated from roadway)
  - Addition of Raised Sidewalk
- Traffic Signal Timing upgrades

Four-Lane Major Arterial connecting Interstate 580 and Interstate 205.





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CONSTRUCTION APPROACH

Current Construction Phasing:

- Multiphase approach for demolition and construction
    - Phase 1 - Removal and replacement of the Northern Bridge Segment
    - Phase 2 - Removal and replacement of the Southern Bridge Segment
- One lane travel with intermittent road closures to through traffic
- Estimated Bridge Construction Duration: October 2025 through April 2027

Identified Concerns:

- Delays to the construction timeline will impact the EDA Grant completion deadline.
- Traffic congestion and bottlenecks
- Safety during construction for roadway users and workers

CONSTRUCTION APPROACH

Proposed Construction phasing:

- Single-phase approach for demolition and construction
- Road Closure: October 2025 through August 2026
- Detour will be provided
- Supported by a traffic study

Findings and Benefits:

- Enhance traffic operations to the current traffic levels, minimizing delays
- Enhance safety for users and workers
- Shorten construction time by approximately 50%
- Potential Cost savings from reduced time-related
- Mitigates the risk of not meeting EDA Grant deadline

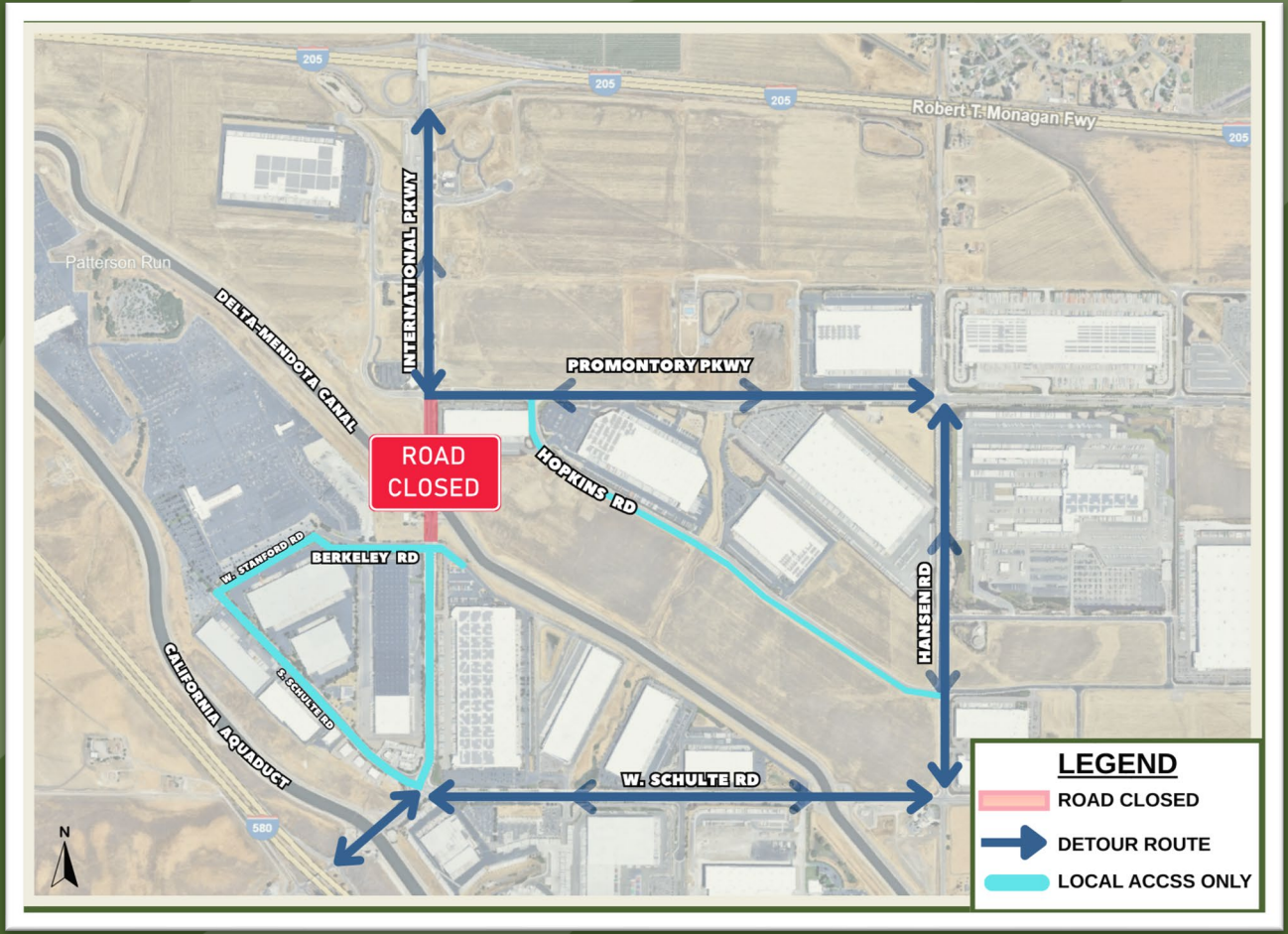
ACTIONS TAKEN

- City Staff, Prologis, and EDA Grant Administrator coordination
- EDA requirement – Updated Environmental Narrative.
- No Environmental Impact associated with the Road Closure.
- Public Hearing – City Council Resolution
- Public Noticing
  - Tracy Press, Aug. 22, Aug. 29 & Sept. 5 and
  - Mountain House Matters, Aug./Sept. 2025 Issue #136
- Traffic Study and Proposed Detour Map available at the City Web Page

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CONSTRUCTION DETOUR PLAN



- Detour via Promontory Parkway, Hopkins Road, Hansen Road, and West Schulte Road.
- Expected heavy traffic occurs during morning peak hours due to cut-through traffic, much of which does not originate or end in IPC.
- Drivers are expected to adjust travel routes and times within one to two weeks of the closure.
- Heavy congestion may occur in the first days of closure, and police presence may be implemented to manage driver behavior.
- Advance warning through electronic message signs and business notifications.

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1. Approve such temporary road closure for the International Parkway Bridge Replacement and Expansion, Capital Improvement Project 73148, for a period of up to eleven (11) months to mitigate traffic safety concerns and facilitate construction of the Project, and

2. Authorize the submission of required documents to the Economic Development Administration (EDA) for consideration of the Federal Grant Award Environmental Narrative for ED 900C G.1 update for the International Parkway Bridge during demolition, replacement, and expansion of the Delta-Mendota Canal crossing, and

3. Accept that the temporary road closure is within the scope of the development program evaluated in the Cordes Ranch Specific Plan Environmental Impact Report, and no subsequent action is required pursuant to Section 15162 of the California Environmental Quality Act guidelines, under Section 15168(c), and the National Environmental Policy Act Environmental Assessment prepared by the Economic Development Administration dated January 19, 2021.

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COMMENTS OR QUESTIONS?

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INTERNATIONAL PKWY DETOUR ROUTE MAP

OCTOBER 2025 - AUGUST 2026



October 7, 2025

AGENDA ITEM 4.A

RECOMMENDATION

Staff recommends that the City Council adopt a resolution 1) authorizing the issuance and sale of special tax bonds for the purpose of financing authorized facilities and 2) approving and authorizing related documents and actions for Improvement Area No. 3 of the City of Tracy Community Facilities District No. 2016-2.

EXECUTIVE SUMMARY

For the purpose of financing public facilities and public services for development in the Ellis Specific Plan, the City Council previously acted under the Mello-Roos Community Facilities Act of 1982 (the "Mello-Roos Act") to establish the following:

- City of Tracy Community Facilities District No. 2016-2 (ECFD) (the "CFD"),
- City of Tracy Community Facilities District No. 2016-2 (ECFD) (Future Annexation Area) (the "Future Annexation Area"), and
- improvement areas for the CFD, including Improvement Area No. 3 of the City of Tracy Community Facilities District No. 2016-2 (ECFD) ("Improvement Area No. 3").

Staff recommends that the City Council adopt the referenced resolution (the "2025 Bond Resolution") for the purpose of authorizing the issuance of one or more series of special tax bonds on behalf of the CFD with respect to Improvement Area No. 3 (the "2025 Bonds") and approving related documents and actions.

This matter was originally considered by the City Council on March 7, 2023. At that time, the City Council directed staff to return after reviewing recent correspondence between the City and Surland Communities LLC ("Master Developer") related to a dispute arising out of the Second Amendment to Amended and Restated Development Agreement By and Between the City of Tracy and Surland Communities LLC ("Second Amendment"); the Second Amendment was invalidated by the Superior Court on September 30, 2020. Staff has concluded that the dispute related to the Second Amendment is not material to the 2025 Bonds, and has not included a discussion of the dispute in Preliminary Official Statement for the 2025 Bonds, described below, because (1) none of the improvements that were necessary for the build-out of Improvement Area No. 3 relate back to terms and conditions set forth in the Second Amendment, (2) all of the infrastructure improvements and all on-site and off-site improvements for Improvement Area No. 3 have been completed by the Master Developer or LS Tracy LLC and (3) all 308 taxable parcels in Improvement Area No. 3 are owned by individual homeowners.

BACKGROUND AND LEGISLATIVE HISTORY

LOCAL GOALS AND POLICIES

Section 53312.7(a) of the Mello-Roos Act requires the City of Tracy (City) to consider and adopt local goals and policies concerning the use of the Mello-Roos Act prior to the initiation of proceedings on or after January 1, 1994, to establish a new community facilities district.

The City adopted "Amended Local Goals and Policies for Community Facilities Districts (CFDs)" on February 4, 2014, by Resolution No. 2014-019 ("Goals and Policies").

The Goals and Policies provide guidance and conditions for the conduct by the City of proceedings for, and the issuance of bonds secured by special taxes levied in, a community facilities district established under the Mello-Roos Act.

CFD FORMATION PROCESS AND APPROVAL OF BONDS

Prior CFD Proceedings. Under the Mello-Roos Act, and pursuant to Resolution No. 2017-21, adopted by the City Council on February 7, 2017 (the "Resolution of Formation"), the City previously formed (i) the CFD, (ii) an initial improvement area in the CFD designated "Improvement Area No. 1 of the City of Tracy Community Facilities District No. 2016-2 (ECFD)" ("Improvement Area No. 1"), and (iii) a future annexation area for the CFD (the "Future Annexation Area").

Pursuant to Resolution No. 2017-22, adopted by the Council on February 7, 2017, the Council declared the necessity to issue and sell bonds and incur other debt to finance the authorized facilities and impact fees, including an amount not to exceed $53,000,000 in those portions of the CFD that are not in Improvement Area No. 1, with such amount to be allocated to Future Improvement Areas as described in the Resolution of Formation.

The purpose of the City's formation of the Future Annexation Area was to establish a process by which future phases of the Ellis development could annex into the CFD with the approval of the landowner/developer using a streamlined annexation process.

Pursuant to Resolution No. 2019-074, adopted by the Council on April 16, 2019, the City previously took actions to add property from the Future Annexation Area to the CFD as Improvement Area No. 2. The City previously issued special tax bonds for the CFD with respect to Improvement Area No. 2.

Proceedings Related to Improvement Area No. 3.

Pursuant to Resolution No. 2019-244, adopted by the Council on December 17, 2019 (the "Annexation Resolution"), the City Council took the following actions to add property from the Future Annexation Area to the CFD as a new Improvement Area No. 3:

- acknowledged receipt of a Unanimous Approval executed by the owner (the "Property Owner") of Assessor's Parcel Numbers 240-140-50, 240-140-51, 240-140-52 and 240-140-53 (the "Annexation Property"), which Unanimous Approval

(i) identified, specified and approved the annexation of the Annexation Property to the CFD as a separate improvement area and other related matters and (ii) confirmed that the Unanimous Approval constituted the approval and unanimous vote of the Property Owner with respect to the matters addressed in the Unanimous Approval under the Act and Article XIIIA of the California Constitution;

- confirmed that the Annexation Property had been added to the CFD as "Improvement Area No. 3 of the City of Tracy Community Facilities District No. 2016-2 (ECFD)" ("Improvement Area No. 3");

- confirmed that the maximum aggregate principal amount of bonds and other debt for Improvement Area No. 3, as specified in the Unanimous Approval, is $25,000,000; and

- confirmed the rate and method of apportionment of the special tax among the parcels of real property within Improvement Area No. 3, as specified and approved in the Unanimous Approval (the "Improvement Area No. 3 Rate and Method"), and as set forth in Exhibit A to the Annexation Resolution.

ANALYSIS

PROPOSED 2025 BONDS

Staff recommends that the City Council adopt the 2025 Bond Resolution for the following purposes:

(i) provide for one or more series of 2025 Bonds in a principal amount not to exceed $19,000,000,

(ii) approve the sale of the 2025 Bonds to Piper Sandler & Co. (the "Underwriter")

(iii) approve the documents related to the 2025 Bonds, and

(iv) authorize staff to take all actions necessary related to issuance of the 2025 Bonds.

TERMS OF THE 2025 BONDS

Pursuant to the Resolution, the true interest cost of the 2025 Bonds cannot exceed 7.00% and the principal amount of the 2025 Bonds cannot exceed $19,000,000. Government Code Section 5852.1 requires the City to obtain and disclose a good faith estimate of certain information about the 2025 Bonds, including the true interest cost, the financing costs, the use of proceeds and the total payment amount, and the information is included in Appendix A of the 2025 Bond Resolution. Based upon current market conditions, the 2025 Bonds are estimated to be issued in a single series in the amount of $16,915,000 (excluding original issue premium of approximately $12,000) and carry a true interest cost of approximately 5.31%.

The Goals and Policies require a minimum value to lien ratio for special tax financings of 3:1 (the value-to-lien calculation compares the value of the property to the proposed principal amount of the 2025 Bonds and bonds issued by overlapping community facilities districts and assessment districts).

The tax year 2025-26 assessed value of the taxable property in Improvement Area No. 3 ($326,562,401) results in value to lien ratio of approximately 19.3 to 1 based on the preliminary estimated principal amount of the Bonds of $16,915,000 and the fact that there are no overlapping special tax or assessment bonds.

The 2025 Bonds are a limited obligation of the City, payable only from special taxes levied in Improvement Area No. 3 and moneys in the funds and accounts established under the Fiscal Agent Agreement described below.

DOCUMENTS RELATED TO THE 2025 BONDS

In addition to authorizing the sale and issuance of the bonds, the City Council is being asked to approve each of the following:

Preliminary Official Statement. The Official Statement is the primary disclosure document for investors in the 2025 Bonds. A Preliminary Official Statement will be circulated to potential investors prior to the pricing of the 2025 Bonds, a draft of which is attached to this staff report as Attachment A. After the 2025 Bonds have been priced, a Final Official Statement will be circulated to investors; the Final Official Statement should be identical to the Preliminary Official Statement except for the addition of pricing information (principal amount, interest rates, redemption terms).

The Preliminary Official Statement describes the special taxes to be levied in Improvement Area No. 3 on the developed taxable parcels.

The Preliminary Official Statement is prepared by Jones Hall, serving the City as Bond Counsel and Disclosure Counsel for this transaction, with the assistance of the remainder of the financing team, including City staff; the Master Developer; CSG Advisors Incorporated, the City's municipal advisor ("Municipal Advisor"); the Underwriter; and Goodwin Consulting, the City's special tax consultant ("Special Tax Consultant").

The Preliminary Official Statement has been reviewed and approved for transmittal to the City Council by the City's financing team. The distribution of the Preliminary Official Statement by the City is subject to federal securities laws, including the Securities Act of 1933 and the Securities Exchange Act of 1934. These laws require the Preliminary Official Statement to include all facts that would be material to an investor in the 2025 Bonds. Material information is information that there is a substantial likelihood would have actual significance in the deliberations of the reasonable investor when deciding whether to buy or sell the bonds. If the City Council concludes that the Preliminary Official Statement includes all facts that would be material to an investor in the 2025 Bonds, it must adopt a resolution that authorizes staff to execute a certificate to the effect that the Preliminary Official Statement has been "deemed final."

The Securities and Exchange Commission (the "SEC"), the agency with regulatory authority over the City's compliance with the federal securities laws, has issued guidance as to the duties of the City Council with respect to its approval of the Preliminary Official Statement. In its "Report of Investigation in the Matter of County of Orange, California as it Relates to the Conduct of the Members of the Board of Supervisors" (Release No. 36761 / January 24, 1996) (the "Release"), the SEC stated that, if a member of the City Council has knowledge of any facts or circumstances that an investor would want to know about prior to investing in the 2025 Bonds, whether relating to their repayment, tax-exempt status, undisclosed conflicts of interest with interested parties, or otherwise, he or she should endeavor to discover whether such facts are adequately disclosed in the Preliminary Official Statement. In the Release, the SEC stated that the steps that a member of the City Council could take include becoming familiar with the Preliminary Official Statement and questioning staff and consultants about the disclosure of such facts.

The key sections of the Preliminary Official Statement are summarized below:

- "THE 2025 BONDS": This section summarizes the key terms of the 2025 Bonds, including payment dates and redemption provisions.
- "SECURITY FOR THE 2025 BONDS": This section summarizes key security terms, including the City's pledge of special tax revenues, its covenant to levy special taxes according to the Improvement Area No. 3 Rate and Method, as amended, and its covenant to foreclose on parcels that are delinquent in the payment of special taxes. As described above, the 2025 Bonds are a limited obligation of the City, payable only from special taxes levied in Improvement Area No. 3 and moneys in the funds and accounts established under the Fiscal Agent Agreement.
- "THE DISTRICT AND IMPROVEMENT AREA NO. 3": This section summarizes certain features of Improvement Area No. 3, including the assessed value of taxable property, overlapping taxes, assessments, and debt, if any, and anticipated debt service coverage provided by maximum special taxes that may be levied under the RMA.
- "OWNERSHIP AND DEVELOPMENT OF IMPROVEMENT AREA NO. 3": This section includes information provided by the Master Developer, and describes the fact that all 308 homes in Improvement Area No. 3 have been conveyed to individual homeowners.
- "BOND OWNERS' RISK": This section highlights the primary risks associated with the 2025 Bonds, including natural disasters and failure of property owners to pay their special taxes.
- "LEGAL MATTERS - Tax Exemption": This section describes the tax-exempt nature of interest on the 2025 Bonds.

- Continuing Disclosure Certificate. Under SEC Rule 15c2-12, the underwriter of the 2025 Bonds may only purchase the 2025 Bonds if it has determined that the City is obligated to provide continuing disclosure, including annual updates of the financial and operating data included in the Official Statement and notices of certain specified events.

- Fiscal Agent Agreement. This document, attached to this staff report as Attachment B, governs the 2025 Bonds and the use of special taxes from Improvement Area No. 3 to pay debt service on the 2025 Bonds. The special taxes will be levied on the regular County tax roll and collected by the County from each taxable parcel in Improvement Area No. 3. The County will remit these special taxes to the City. The City will remit them to the fiscal agent specified therein ("Fiscal Agent") as provided for in the Fiscal Agent Agreement. The Fiscal Agent will use the revenues to (1) pay administrative costs of the CFD and (2) pay principal of and interest on the 2025 Bonds to the bond owners.

- Bond Purchase Agreement. At the time the 2025 Bonds are sold, the City will enter into a Bond Purchase Agreement with the Underwriter, who will agree to underwrite the 2025 Bonds subject to satisfaction of the conditions described in the Bond Purchase Agreement. The resolution provides the Underwriter's discount on the purchase of the 2025 Bonds may not exceed 1.50% of the par amount of the 2025 Bonds. The Underwriter was selected as underwriter for the 2025 Bonds based upon the combination of its qualifications and proposed fees following a competitive selection process. The proposed Bond Purchase Agreement is included here as Attachment C.

RATINGS; BOND INSURANCE POLICY

S&P Global Ratings has assigned an underlying rating (based solely on the investment quality of the 2025 Bonds) of "A".

S&P Global Ratings is expected to assign its municipal bond rating of "AA" to certain 2025 Bonds a proposal from Build America Mutual ("BAM") to provide a bond insurance policy for certain 2025 Bond maturities for which the debt service savings produced by the inclusion of such policy is greater than the policy cost.

FISCAL IMPACT

The fees and expenses of the City's outside financing team, including Bond Counsel, Disclosure Counsel, Underwriter, Municipal Advisor and Special Tax Consultant are paid from proceeds of the 2025 Bonds and/or paid through an existing Cost Recovery Agreement with the developer.

STRATEGIC PLAN

This agenda item supports Governance Strategic Goal 2: Ensure Short and Long-term fiscal health and Goal 3: Increase Public Awareness around City finances and other civic matters.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution 1) authorizing the issuance and sale of special tax bonds for the purpose of financing authorized facilities and 2) approving and authorizing related documents and actions, for Improvement Area No. 3 of the City of Tracy Community Facilities District No. 2016-2.

Prepared by: Sara Castro, Finance Director

Reviewed by: Arturo M. Sanchez, Assistant City Manager
L. David Nefouse, City Attorney

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

A: Preliminary Official Statement (including Continuing Disclosure Certificates)
B: Fiscal Agent Agreement
C: Bond Purchase Agreement

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2025

NEW ISSUE – BOOK-ENTRY ONLY

[INSURED RATING: S&P: "__"
UNDERLYING RATING: S&P: "__"
See "RATINGS."]

In the opinion of Jones Hall LLP, San Mateo, California, Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the 2025 Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the 2025 Bonds may be subject to the corporate alternative minimum tax. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "LEGAL MATTERS – Tax Exemption."

$17,250,000*
IMPROVEMENT AREA NO. 3
OF THE CITY OF TRACY
COMMUNITY FACILITIES DISTRICT NO. 2016-2 (ECFD)
SPECIAL TAX BONDS, SERIES 2025

Dated: Date of Delivery **Due: September 1, as shown on inside cover.**

Authority for Issuance. The bonds captioned above (the "2025 Bonds") are being issued by the City of Tracy (the "City") for and on behalf of the City of Tracy Community Facilities District No. 2016-2 (ECFD) (the "District") with respect to its Improvement Area No. 3 ("Improvement Area No. 3") under the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), the Resolution of Issuance (as defined herein), and a Fiscal Agent Agreement dated as of October 1, 2025 (the "Fiscal Agent Agreement"), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent"). See "THE 2025 BONDS – Authority for Issuance."

Security and Sources of Payment. The 2025 Bonds are payable from proceeds of Special Tax Revenues (as defined herein) levied on property within Improvement Area No. 3 according to the rate and method of apportionment of special tax approved by the City Council of the City (the "City Council"), acting as legislative body of the District, and the eligible landowner voters in Improvement Area No. 3 of the District. The 2025 Bonds are secured by a first pledge of the Special Tax Revenues (as defined in the Fiscal Agent Agreement) and the moneys on deposit in certain funds held by the Fiscal Agent under the Fiscal Agent Agreement, on a parity with bonds that may be issued in the future, subject to the conditions set forth in the Fiscal Agent Agreement. See "SECURITY FOR THE 2025 BONDS." The 2025 Bonds and any Parity Bonds (as defined herein) are referred to herein as the "Bonds."

Use of Proceeds. The 2025 Bonds are being issued to (i) finance the acquisition and construction of certain public improvements, (ii) fund a debt service reserve fund for the 2025 Bonds, (iii) if elected by the District, to pay the premium for a municipal bond insurance policy, and (iv) pay the costs of issuing the 2025 Bonds. See "FINANCING PLAN."

Bond Terms. Interest on the 2025 Bonds is payable on March 1, 2026, and semiannually thereafter on each March 1 and September 1. The 2025 Bonds will be issued in denominations of $5,000 or integral multiples of $5,000. The 2025 Bonds, when delivered, will be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository for the 2025 Bonds. See "THE 2025 BONDS – General Bond Terms" and "APPENDIX D – DTC and the Book-Entry Only System."

Redemption*. The 2025 Bonds are subject to optional redemption, mandatory sinking fund redemption and special redemption from prepaid Special Taxes. See "THE 2025 BONDS – Redemption."

Application for Municipal Bond Insurance. The District has applied for a policy of municipal bond insurance to insure the payment of the principal and interest on all or a portion of the 2025 Bonds when due, but no commitment to issue such a policy has been issued as of the date of the Preliminary Official Statement.

The 2025 Bonds are not general obligations of the City, but are limited obligations, payable solely from the Special Tax Revenues and the funds pledged therefor under the Fiscal Agent Agreement. Neither the faith and credit nor the taxing power of the City (except to the limited extent set forth in the Fiscal Agent Agreement) or of the State of California (the "State") or any political subdivision thereof is pledged to the payment of the 2025 Bonds.

MATURITY SCHEDULE

(see inside cover)

This cover page contains certain information for quick reference only. It is not a summary of the issue. Potential investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. Investment in the 2025 Bonds involves risks which may not be appropriate for some investors. See "BOND OWNERS' RISKS" for a discussion of special risk factors that should be considered in evaluating the investment quality of the 2025 Bonds.

The 2025 Bonds are offered when, as and if issued and accepted by the Underwriter, subject to approval as to their legality by Jones Hall LLP, San Mateo, California, Bond Counsel, and subject to certain other conditions. Jones Hall LLP has served as disclosure counsel to the City. Stradling Yocca Carlson & Rauth, LLP, Newport Beach, California, is serving as counsel to the Underwriter. Holland & Knight LLP, San Francisco, California, is serving as counsel to the Master Developer. It is anticipated that the 2025 Bonds, in book-entry form, will be available for delivery through the facilities of DTC on or about _____ ___, 2025.

[Piper Sandler Logo]

The date of this Official Statement is: _____, 2025.

_____

* Preliminary; subject to change.

MATURITY SCHEDULE*

$ _____ Serial Bonds
(Base CUSIP†: _____)

Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP†

$ ___ __% Term Bond due September 1, 20___, Yield: __%, Price: __%
CUSIP† No. __

$ ___ __% Term Bond due September 1, 20___, Yield: __%, Price: __%
CUSIP† No. __

* Preliminary; subject to change.

† *CUSIP Global Services (CGS) is managed on behalf of American Bankers Association by FactSet Research Systems Inc. Copyright© 2025 CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. Neither the City nor the Underwriter or their agents or counsel assume responsibility for the accuracy of such numbers.*

CITY OF TRACY

CITY COUNCIL

Dan Arriola, *Mayor*
Steve Abercrombie, *Mayor Pro Tem*
Matteo Bedolla, *Council Member*
Dan Evans, *Council Member*
Dotty Nygard, *Council Member*

CITY STAFF

Midori Lichtwardt, City Manager
Sara Castro, Finance Director
April Quintanilla, City Clerk
L. David Nefouse, City Attorney

PROFESSIONAL SERVICES

BOND COUNSEL and DISCLOSURE COUNSEL

Jones Hall LLP
San Mateo, California

MUNICIPAL ADVISOR

CSG Advisors Incorporated
San Francisco, California

SPECIAL TAX CONSULTANT

Goodwin Consulting Group, Inc.
Sacramento, California

FISCAL AGENT

U.S. Bank Trust Company, National Association
San Francisco, California

[INSERT REGIONAL MAP]

[INSERT LOCATION MAP]

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

No Offering May Be Made Except by this Official Statement. No dealer, broker, salesperson or other person has been authorized to give any information or to make any representations with respect to the 2025 Bonds other than as contained in this Official Statement, and if given or made, such other information or representation must not be relied upon as having been authorized.

No Unlawful Offers or Solicitations. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

Effective Date. This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the 2025 Bonds will, under any circumstances, create any implication that there has been no change in the affairs of the City, the District, any other parties described in this Official Statement, or in the condition of property within Improvement Area No. 3 of the District since the date of this Official Statement.

Use of this Official Statement. This Official Statement is submitted in connection with the sale of the 2025 Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not a contract with the purchasers of the 2025 Bonds.

Preparation of this Official Statement. The information contained in this Official Statement has been obtained from sources that are believed to be reliable, but this information is not guaranteed as to accuracy or completeness.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Document References and Summaries. All references to and summaries of the Fiscal Agent Agreement or other documents contained in this Official Statement are subject to the provisions of those documents and do not purport to be complete statements of those documents.

Stabilization of and Changes to Offering Prices. The Underwriter may overallot or take other steps that stabilize or maintain the market prices of the 2025 Bonds at levels above those that might otherwise prevail in the open market. If commenced, the Underwriter may discontinue such market stabilization at any time. The Underwriter may offer and sell the 2025 Bonds to certain securities dealers, dealer banks and banks acting as agent at prices lower than the public offering prices stated on the inside cover page of this Official Statement, and those public offering prices may be changed from time to time by the Underwriter.

Bonds are Exempt from Securities Laws Registration. The issuance and sale of the 2025 Bonds have not been registered under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, in reliance upon exemptions for the issuance and sale of municipal securities provided under Section 3(a)(2) of the Securities Act of 1933 and Section 3(a)(12) of the Securities Exchange Act of 1934.

Estimates and Projections. Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "budget" or other similar words.

The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The District does not plan to issue any updates or revisions to those forward-looking statements if or when its expectations, or events, conditions or circumstances on which such statements are based occur.

The City maintains an Internet website, but the information on the website is not incorporated in this Official Statement.

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APPENDIX D – DTC and the Book-Entry Only System
APPENDIX E – Form of Issuer Continuing Disclosure Certificate
APPENDIX F – Form of Opinion of Bond Counsel

OFFICIAL STATEMENT

$17,250,000*
IMPROVEMENT AREA NO. 3 OF THE CITY OF TRACY
COMMUNITY FACILITIES DISTRICT NO. 2016-2 (ECFD)
SPECIAL TAX BONDS, SERIES 2025

INTRODUCTION

This Official Statement, including the cover page, inside cover and attached appendices, is provided to furnish information regarding the bonds captioned above (the "**2025 Bonds**") to be issued by the City of Tracy (the "**City**") on behalf of the City of Tracy Community Facilities District No. 2016-2 (ECFD) (the "**District**") with respect to its Improvement Area No. 3 ("**Improvement Area No. 3**").

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page, the inside cover and attached appendices, and the documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of the 2025 Bonds to potential investors is made only by means of the entire Official Statement. Capitalized terms used but not defined in this Official Statement have the definitions given in the Fiscal Agent Agreement (as defined below).

The District and Improvement Area No. 3. The District is located in the southwestern part of the City. At the time of establishment of the District, a future annexation area was also established for the District (the "**Future Annexation Area**"). Since the establishment of the District, certain parcels in the Future Annexation Area have annexed into Improvement Area No. 3 and further parcels may annex into one or more improvement areas in the future. Unless and until parcels annex into Improvement Area No. 3, they do not serve as security for the 2025 Bonds. The City does not currently expect that any future annexations of property into Improvement Area No. 3 will occur.

The District was formed and established by the City Council of the City (the "**City Council**"), as legislative body of the District, under the Mello-Roos Community Facilities Act of 1982, as amended (the "**Act**"), pursuant to a resolution adopted by the City Council following a public hearing, and the landowners of the property included in Improvement Area No. 3, by unanimous approval, approved the annexation of Improvement Area No. 3 to the District, authorized the City to incur bonded indebtedness with respect to Improvement Area No. 3, and approved the levy of special taxes within Improvement Area No. 3. See "THE DISTRICT AND IMPROVEMENT AREA NO. 3 – Formation and Background."

Authority for Issuance of the 2025 Bonds. The 2025 Bonds are issued under the Act, a resolution adopted by the City Council on December 17, 2019 (the "**Annexation Resolution**"), a resolution adopted by the City Council on [October 7], 2025 (the "**Resolution of Issuance**"), and a Fiscal Agent Agreement, dated as of October 1, 2025 (the "**Fiscal Agent Agreement**"), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "**Fiscal Agent**"). The City Council, as legislative body of the District, has authorized the issuance of the 2025 Bonds in an aggregate principal amount not to exceed $20,000,000. See "THE 2025 BONDS – Authority for Issuance."

* Preliminary; subject to change.

Purpose of the 2025 Bonds. Proceeds of the 2025 Bonds will be used primarily to finance the acquisition and construction of certain authorized improvements. Proceeds of the 2025 Bonds will also be used fund a debt service reserve fund for the 2025 Bonds, to pay the costs of issuing the 2025 Bonds, and, if elected by the District, to pay the premium for a municipal bond insurance policy. See "FINANCING PLAN."

Redemption of Bonds before Maturity.* The 2025 Bonds are subject to optional redemption, mandatory sinking fund redemption and special redemption from prepaid Special Taxes (as defined below). See "THE 2025 BONDS – Redemption."

Security and Sources of Payment for the 2025 Bonds. The City Council annually levies special taxes on the property in Improvement Area No. 3 (the "**Special Taxes**") in accordance with the Rate and Method of Apportionment for Improvement Area No. 3 (the "**Rate and Method**"). As used in this Official Statement, Special Taxes refers only to the Facilities Special Tax levied under the Rate and Method. See "SECURITY FOR THE 2025 BONDS – Rate and Method." The 2025 Bonds are secured by and payable from a first pledge of the net proceeds of the Special Taxes (as more particularly defined in the Fiscal Agent Agreement, the "**Special Tax Revenues**"), on a parity with any bonds that may be issued in the future, subject to the conditions set forth in the Fiscal Agent Agreement. The 2025 Bonds will be additionally secured by certain funds and accounts established and held under the Fiscal Agent Agreement. See "SECURITY FOR THE 2025 BONDS."

Debt Service Reserve Fund. In order to further secure the payment of principal of and interest on the 2025 Bonds (and any series of Parity Bonds), certain proceeds of the 2025 Bonds will be deposited into the 2025 Reserve Fund in an amount equal to the 2025 Reserve Requirement (as defined herein). See "FINANCING PLAN" and "SECURITY FOR THE 2025 BONDS – 2025 Reserve Fund."

[Application for Bond Insurance. The District has applied for a policy of municipal bond insurance to insure the payment of the principal and interest on all or a portion of the 2025 Bonds when due, but no commitment to issue such a policy has been issued as of the date of the Preliminary Official Statement.]

Covenant to Foreclose. The City has covenanted in the Fiscal Agent Agreement to cause foreclosure proceedings to be commenced and prosecuted against certain parcels with delinquent installments of the Special Taxes. For a more detailed description of the foreclosure covenant see "SECURITY FOR THE 2025 BONDS – Covenant to Foreclose."

Property Ownership and Development Status. The property in Improvement Area No. 3 (herein, the "**Property**") consists of approximately 73.65 acres (41 net acres) that has been developed into 308 single-family lots by LS-Tracy LLC, a Delaware limited liability company ("**LS-Tracy LLC**") and certain of its affiliates, all of which are affiliated with Landsea Homes Corporation ("**Landsea Homes Corporation**" and, collectively with its affiliates, "**Landsea**"), a publicly traded homebuilder (Nasdaq: LSEA) based in Newport Beach, California. All on-site and off-site improvements for Improvement Area No. 3 are complete and all 308 homes have been conveyed to individual homeowners.

The land in Improvement Area No. 3 is part of a larger residential community referred to as the "Ellis Development" being developed by Surland Communities LLC, a California limited liability company (the "**Master Developer**"), as the master developer, which includes property within Improvement Area No. 1 and Improvement Area No. 2, the Property within Improvement Area No. 3, and property identified as part of the Future Annexation Area that may annex into the District to a then-existing Improvement Area or to a new Improvement Area. The City currently expects that any future annexations will be into a new improvement area (Improvement Area No. 4).

* Preliminary; subject to change.

No Appraisal. The City has not commissioned an appraisal of the property in Improvement Area No. 3. Accordingly, all property value information for the Taxable Property contained in this Official Statement is based on the Fiscal Year 2025-26 County Assessor's values.

Value-to-Lien Ratios in Improvement Area No. 3. Based on the assessed value of the taxable property within Improvement Area No. 3 of $326,562,401 and a par amount of 2025 Bonds of $17,250,000*, the overall value-to-lien ratio of the taxable property within Improvement Area No. 3 is approximately 18.93* to 1, not including overlapping general obligation bond indebtedness. See "THE DISTRICT AND IMPROVEMENT AREA NO. 3 – Direct and Overlapping Governmental Obligations." This is an overall estimate, however, and the value-to-lien ratios of individual parcels varies widely from this ratio.

Risk Factors Associated with Purchasing the 2025 Bonds. Investment in the 2025 Bonds involves risks that may not be appropriate for some investors. See "BOND OWNERS' RISKS" for a discussion of certain risk factors which should be considered, in addition to the other matters set forth in this Official Statement, in considering the investment quality of the 2025 Bonds.

* Preliminary; subject to change.

FINANCING PLAN

Authorized Facilities

The net proceeds of the 2025 Bonds will be used to construct and/or acquire various facilities authorized to be financed by the District, including Improvement Area No. 3. For a complete list of the authorized facilities, see "THE DISTRICT AND IMPROVEMENT AREA NO. 3 – Authorized Facilities."

Sources and Uses of Funds

The estimated proceeds from the sale of the 2025 Bonds will be used as follows:

SOURCES	
Principal Amount of 2025 Bonds	$
Plus/Less: Net Original Issue Premium/Discount	
Total Sources	$
USES	
Deposit into Bond Proceeds Account of Improvement Fund	$
Deposit into School Facilities Account of Improvement Fund	
Deposit into 2025 Reserve Fund[(1)]	
Costs of Issuance[(2)]	
Total Uses	$

(1) Equal to the 2025 Reserve Requirement with respect to the 2025 Bonds as of their date of delivery.

(2) Includes, among other things, the fees and expenses of Bond Counsel and Disclosure Counsel, printing the Preliminary and Final Official Statements, the Fiscal Agent, the Municipal Advisor, the rating agency, and the Special Tax Consultant, premiums for any municipal bond insurance policy, if obtained and Underwriter's discount.

THE 2025 BONDS

This section generally describes the terms of the 2025 Bonds contained in the Fiscal Agent Agreement, which is summarized in more detail in APPENDIX C. Capitalized terms used but not defined in this section are defined in APPENDIX C.

Authority for Issuance

The 2025 Bonds are issued under the Act, the Resolution of Issuance and the Fiscal Agent Agreement. Under the Resolution of Issuance, the 2025 Bonds may be issued in a maximum principal amount of $20,000,000.

General Bond Terms

Dated Date, Maturity and Authorized Denominations. The 2025 Bonds will be dated their date of delivery (the "**Closing Date**") and will mature in the amounts and on the dates set forth on the inside cover page of this Official Statement. The 2025 Bonds will be issued in fully registered form in denominations of $5,000 each or any integral multiple of $5,000 in excess thereof.

Calculation of Interest. Interest will be calculated on the basis of a 360-day year composed of twelve 30-day months. The 2025 Bonds will bear interest at the annual rates set forth on the inside cover page of this Official Statement, payable semiannually on each March 1 and September 1, commencing March 1, 2026 (each, an "**Interest Payment Date**").

Each 2025 Bond will bear interest from the Interest Payment Date next preceding its date of authentication unless:

(i) it is authenticated on an Interest Payment Date, in which event it will bear interest from such date of authentication, or

(ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date (as defined below) preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or

(iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it will bear interest from the Closing Date;

provided, however, that if at the time of authentication of a 2025 Bond, interest is in default thereon, such 2025 Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

"**Record Date**" means the 15th day of the calendar month next preceding the applicable Interest Payment Date, whether or not such day is a Business Day.

DTC and Book-Entry Only System. DTC will act as securities depository for the 2025 Bonds. The 2025 Bonds will be issued as fully-registered securities registered initially in the name of Cede & Co. (DTC's partnership nominee). See APPENDIX D – "DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Payments of Interest and Principal. *For so long as DTC is used as depository for the 2025 Bonds, principal of, premium, if any, and interest payments on the 2025 Bonds will be made solely to DTC or its nominee, Cede & Co., as registered owner of the 2025 Bonds, for distribution to the beneficial owners of the 2025 Bonds in accordance with the procedures adopted by DTC.*

Interest on the 2025 Bonds (including the final interest payment upon maturity or earlier redemption), is payable on the applicable Interest Payment Date by check of the Fiscal Agent mailed by first-class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions of any Owner of $1,000,000 or more in aggregate principal amount of 2025 Bonds delivered to the Fiscal Agent prior to the applicable Record Date, which will continue in effect until revoked in writing, or until such 2025 Bonds are transferred to a new Owner.

The principal of the 2025 Bonds and any premium on the 2025 Bonds are payable in lawful money of the United States of America upon surrender of the 2025 Bonds at the Principal Office of the Fiscal Agent.

Redemption*

Optional Redemption from any Source other than Prepayments. The 2025 Bonds maturing on or after September 1, 20___, are subject to optional redemption as directed by the City, from sources of funds other than prepayments of Special Taxes, prior to their stated maturity on any date on or after September 1, 20___, as a whole or in part, at a redemption price (expressed as a percentage of the principal amount of the 2025 Bonds to be redeemed), as set forth below, together with accrued interest thereon to the date fixed for redemption:

Redemption Dates	Redemption Price
September 1, ____ through August 31, ____	___%
September 1, ____ through August 31, ____	___
September 1, ____ through August 31, ____	___
September 1, ____ and any date thereafter	___

Mandatory Sinking Fund Redemption. The 2025 Bonds maturing on September 1, 20__ (the "**Term Bonds**"), are subject to mandatory redemption in part by lot, from sinking fund payments made by the City from the Bond Fund, at a redemption price equal to the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts all as set forth in the following table:

Sinking Fund Redemption Date (September 1)	Sinking Payments
	$
(maturity)	

* Preliminary; subject to change.

However, if some but not all of the Term Bonds of a given maturity have been redeemed through optional redemption or mandatory prepayment redemption, the total amount of all future Sinking Fund Payments relating to such maturity will be reduced by the aggregate principal amount of Term Bonds of such maturity so redeemed, to be allocated among such Sinking Fund Payments on a pro rata basis in integral multiples of $5,000 as determined by the City, notice of which will be given by the City to the Fiscal Agent.

Redemption from Special Tax Prepayments. Special Tax Prepayments and any corresponding transfers from the 2025 Reserve Fund under the Fiscal Agent Agreement will be used to redeem 2025 Bonds on the next Interest Payment Date for which notice of redemption can timely be given under the Fiscal Agent Agreement, among series and maturities so as to maintain substantially the same debt service profile for the Bonds as in effect prior to such redemption and by lot within a maturity, at a redemption price (expressed as a percentage of the principal amount of the 2025 Bonds to be redeemed), as set forth below, together with accrued interest to the date fixed for redemption:

Redemption Dates	Redemption Price
Any Interest Payment Date on or before March 1, ____	___%
September 1, ____ and March 1, ____	___%
September 1, ____ and March 1, ____	___%
September 1, ____ and any Interest Payment Date thereafter	___%

See "BOND OWNERS' RISKS – Potential Early Redemption of Bonds from Prepayments" for a discussion of the potential for the 2025 Bonds to be priced with original issue premium and then be redeemed from Special Tax prepayments prior to maturity or the optional redemption date.

Purchase in Lieu of Redemption. In lieu of redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2025 Bonds upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2025 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase and any premium which would otherwise be due if such 2025 Bonds were to be redeemed in accordance with the Fiscal Agent Agreement.

Notice of Redemption. The Fiscal Agent will cause notice of any redemption to be mailed by first-class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Original Purchaser, the Securities Depositories, and to the respective registered Owners of any 2025 Bonds designated for redemption, at their addresses appearing on the 2025 Bond registration books in the Principal Office of the Fiscal Agent; but such mailing will not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, will not affect the validity of the proceedings for the redemption of such 2025 Bonds. In addition, the Fiscal Agent will file each notice of redemption with the MSRB through its EMMA system.

However, while the 2025 Bonds are subject to DTC's book-entry system, the Fiscal Agent will be required to give notice of redemption only to DTC as provided in the letter of representations executed by the City and received and accepted by DTC. DTC and the Participants will have sole responsibility for providing any such notice of redemption to the Beneficial Owners of the 2025 Bonds to be redeemed. Any failure of DTC to notify any Participant, or any failure of Participants to notify the Beneficial Owner of any 2025 Bonds to be redeemed, of a notice of redemption or its content or effect will not affect the validity of the notice of redemption, or alter the effect of redemption set forth in the Fiscal Agent Agreement.

Conditional Redemption Notice and Rescission of Redemption. Any redemption notice may specify that redemption on the specified date will be subject to receipt by the City of moneys sufficient to cause such redemption (and will specify the proposed source of such moneys), and neither the City nor

the Fiscal Agent will have any liability to the Owners or any other party as a result of its failure to redeem the Series 2025 Bonds as a result of insufficient moneys.

The City will have the right to rescind any notice of the optional redemption of 2025 Bonds by written notice to the Fiscal Agent on or prior to the date fixed for redemption. Any notice of redemption will be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2025 Bonds then called for redemption, and such cancellation will not constitute a default under the Fiscal Agent Agreement.

The City and the Fiscal Agent have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Fiscal Agent will mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under the Fiscal Agent Agreement.

Selection of 2025 Bonds for Redemption. Whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all the 2025 Bonds of any maturity or any given portion thereof, the Fiscal Agent will select the 2025 Bonds to be redeemed by lot in any manner which the Fiscal Agent in its sole discretion deems appropriate.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2025 Bonds called for redemption have been deposited in the Bond Fund, those 2025 Bonds will cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice of redemption.

Registration, Transfer and Exchange

The following provisions regarding the exchange and transfer of the 2025 Bonds apply only during any period in which the 2025 Bonds are not subject to DTC's book-entry system. While the 2025 Bonds are subject to DTC's book-entry system, their exchange and transfer will be effected through DTC and the Participants and will be subject to the procedures, rules and requirements established by DTC. See "APPENDIX D – DTC and the Book-Entry Only System."

Registration. The Fiscal Agent will keep, or cause to be kept, at its Principal Office sufficient books for the registration and transfer of the 2025 Bonds, which will show the series number, date, amount, rate of interest and last known owner of each 2025 Bond and will at all times be open to inspection by the City during regular business hours upon reasonable notice; and, upon presentation for such purpose, the Fiscal Agent will, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the ownership of the 2025 Bonds as provided in the Fiscal Agent Agreement.

The City and the Fiscal Agent will treat the Owner of any 2025 Bond whose name appears on the Bond register as the absolute Owner of such 2025 Bond for any and all purposes, and the City and the Fiscal Agent will not be affected by any notice to the contrary. The City and the Fiscal Agent may rely on the address of the Bondowner as it appears in the Bond register for any and all purposes.

Registration of Exchange or Transfer. Any 2025 Bond may, in accordance with its terms, be transferred, upon the Bond register by the person in whose name it is registered, in person or by such person's duly authorized attorney, upon surrender of such 2025 Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form acceptable to the Fiscal Agent.

2025 Bonds may be exchanged at the Principal Office of the Fiscal Agent solely for a like aggregate principal amount of 2025 Bonds of authorized denominations and of the same maturity.

The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer or exchange will be paid by the City. The Fiscal Agent will collect from the Owner requesting such transfer or exchange any tax or other governmental charge required to be paid with respect to such transfer or exchange. Whenever any 2025 Bond or 2025 Bonds are surrendered for transfer or exchange, the City will execute and the Fiscal Agent will authenticate and deliver a new 2025 Bond or 2025 Bonds, for a like aggregate principal amount.

No transfers or exchanges of 2025 Bonds will be required to be made (i) 15 days prior to the date established by the Fiscal Agent for selection of 2025 Bonds for redemption or (ii) with respect to a 2025 Bond after such 2025 Bond has been selected for redemption; or (iii) between a Record Date and the succeeding Interest Payment Date.

DEBT SERVICE SCHEDULE

Debt Service Schedule. The following table presents the annual debt service on the 2025 Bonds (including mandatory sinking fund redemptions), assuming there are no optional redemptions or special redemptions from Special Tax Prepayments.

Year Ending September 1	2025 Bonds Principal	2025 Bonds Interest	2025 Bonds Total
2025	$	$	$
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
2052			
2053			
2054			
Total:	$	$	$

Special Tax Revenues and Projected Debt Service Coverage

Debt service on the 2025 Bonds is structured so that annual Special Tax Revenues, if levied at the Maximum Special Tax rates in the Rate and Method, net of Administrative Expenses, will result in an annual debt service coverage ratio of at least 110%.

SECURITY FOR THE 2025 BONDS

This section generally describes the security for the 2025 Bonds set forth in the Fiscal Agent Agreement, which is summarized in more detail in APPENDIX C. Capitalized terms used but not defined in the section are defined in APPENDIX C.

General

The 2025 Bonds and any Parity Bonds (collectively, the "**Bonds**") are secured by a first pledge (which will be effected in the manner and to the extent provided in the Fiscal Agent Agreement) of all of the Special Tax Revenues and all moneys deposited in the Bond Fund (including the Special Tax Prepayments Account), and, until disbursed as provided therein, in the Special Tax Fund.

The Special Tax Revenues and all moneys deposited into such funds (except as otherwise provided in the Fiscal Agent Agreement) are dedicated to the payment of the principal of, and interest and any premium on, the Bonds as provided in the Fiscal Agent Agreement and in the Act until all of the Bonds have been paid and retired or until moneys or Federal Securities have been set aside irrevocably for that purpose under the Fiscal Agent Agreement.

The 2025 Bonds and all Parity Bonds (as defined herein) will be secured by a first pledge (which will be effected in the manner and to the extent provided in the Fiscal Agent Agreement) of all moneys deposited in the 2025 Reserve Fund. The moneys in the 2025 Reserve Fund (except as otherwise provided in the Fiscal Agent Agreement) are dedicated to the payment of the principal of, and interest and any premium on, the 2025 Bonds and all Parity Bonds as provided in the Fiscal Agent Agreement and in the Act until all of the 2025 Bonds and all Parity Bonds have been paid and retired or until moneys or Federal Securities have been set aside irrevocably for that purpose under the Fiscal Agent Agreement.

Amounts in the Improvement Fund (and the accounts therein), the Administrative Expense Fund and the Costs of Issuance Fund are not pledged to the repayment of the Bonds. The Project is not pledged to the repayment of the Bonds, nor are the proceeds of any condemnation or insurance award received by the City with respect to the Project.

"**Special Tax Revenues**" are defined in the Fiscal Agent Agreement as the proceeds of the Special Taxes received by the City, including any scheduled payments thereof and any Special Tax Prepayments, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes to the amount of said lien and interest thereon. *However*, Special Tax Revenues do not include any interest in excess of the interest due on the Bonds, or any penalties collected in connection with any such foreclosure.

Limited Obligation

The 2025 Bonds are not general obligations of the City, but are limited obligations, payable solely from the Special Tax Revenues and the funds pledged therefor under the Fiscal Agent Agreement. Neither the faith and credit nor the taxing power of the City (except to the limited extent set forth in the Fiscal Agent Agreement) or of the State or any political subdivision thereof is pledged to the payment of the 2025 Bonds.

Special Taxes

Covenant to Levy Special Taxes. The Finance Director will fix and levy the amount of Special Taxes within Improvement Area No. 3 required to pay the following amounts, taking into account the balances in the applicable funds established under the Fiscal Agent Agreement:

(i) the principal of and interest on any outstanding Bonds of the District with respect to Improvement Area No. 3 becoming due and payable during the ensuing calendar year,

(ii) any necessary replenishment or expenditure of the 2025 Reserve Fund, to the extent such replenishment has not been included in the computation of the Special Taxes in a previous Fiscal Year,

(iii) the Administrative Expenses, including amounts necessary to discharge any rebate obligation, during such year,

(iv) an amount to cure delinquencies in the payment of principal or interest on Bonds that occurred in the previous Fiscal Year, and

(v) any Project costs to be paid from Special Taxes to the extent that paying for such costs does not increase the Special Taxes levied on Undeveloped Property.

During the Remainder Taxes Period, the Finance Director will fix and levy the Special Taxes at the Maximum Special Tax rate on Developed Property before considering any Capitalized Interest (as those terms are defined in the Rate and Method). The Special Taxes so levied may not exceed the authorized amounts as provided in the proceedings under the Resolution of Formation.

Manner of Collection. Except as set forth in the Ordinance, the Fiscal Agent Agreement provides that the Special Taxes will be payable and be collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable, and have the same priority, become delinquent at the same time and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the *ad valorem* taxes on real property.

Because the Special Tax levy is limited to the maximum Special Tax rates set forth in the Rate and Method, no assurance can be given that, in the event of Special Tax delinquencies, the receipts of Special Taxes will, in fact, be collected in sufficient amounts in any given year to pay debt service on the Bonds. In addition, under the Fiscal Agent Agreement, the first use of Special Tax Revenues is the payment of Administrative Expenses in an amount not to exceed the amount included in the Special Tax levy for such Fiscal Year for Administrative Expenses. Further, under no circumstances will the Special Tax levied against any parcel of residential property for which an occupancy permit for private residential use has been issued be increased by more than 10% as a consequence of delinquency or default by the owner of any other parcel within the District. Finally, in no event shall Special Taxes be levied after fiscal year 2060-61. See "BOND OWNERS' RISKS – Property Tax Delinquencies."

Rate and Method

General. The Special Taxes will be levied and collected according to the Rate and Method, which provides the means by which the City Council may annually levy the Special Taxes within Improvement Area No. 3, up to the maximum Special Tax rates, and to determine the amount of the Special Taxes that will need to be collected each fiscal year from the "**Taxable Property**" within Improvement Area No. 3. *As used in this Official Statement, Special Tax refers only to the Facilities Special Tax levied under the Rate and Method; although a Services Special Tax is also authorized to be levied under the Rate and Method, the Services Special Tax is not pledged to repay the 2025 Bonds.*

The following is a summary of the provisions of the Rate and Method, which should be read in conjunction with the complete text of the Rate and Method, including its attachments, which is attached as APPENDIX B. Capitalized terms used but not defined in this section have the meanings as set forth in APPENDIX B. *This section provides only a summary of the Rate and Method, and is qualified by more complete and detailed information contained in the entire Rate and Method attached as APPENDIX B.*

Facilities Special Tax Requirement. Annually, at the time of levying the Special Tax, the District administrator (the "**Administrator**") will determine the minimum amount of money to be levied on Taxable Property (the "**Facilities Special Tax Requirement**"), which will be the amount required in any Fiscal Year for the following purposes:

(i) to pay principal and interest on Bonds which are due in the calendar year which begins in such Fiscal Year,

(ii) to replenish reserve funds to the extent such replenishment has not been included in the computation of the Facilities Special Tax Requirement in a previous Fiscal Year,

(iii) to cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year,

(iv) to pay Administrative Expenses, and

(v) to pay the costs of Authorized Facilities to be funded directly from Facilities Special Tax proceeds to the extent that paying directly for such costs does not increase the Facilities Special Taxes levied on Undeveloped Property.

Annual Determination of Property Categories for Administration of Special Tax. Each Fiscal Year, the Administrator will: (i) categorize each parcel of Taxable Property as Developed Property, Undeveloped Property, Taxable Owners Association Property, or Taxable Public Property, (ii) for Developed Property, categorize each Parcel as Single Family Detached Residential Property or Other Property, (iii) based on Square Footage reflected on Building Permits issued by June 30 of the prior Fiscal Year, assign each Residential Unit to the appropriate Square Footage Category, (iv) determine the Facilities Special Tax Requirement and Services Special Tax Requirement for the Fiscal Year, and (v) determine if the Trigger Event occurred in the prior Fiscal Year. In addition, the Administrator shall, on an ongoing basis, monitor Final Maps and track the Square Footage on all Building Permits that have been issued to determine if there are any proposed Land Use Changes that would change the Expected Maximum Special Tax Revenues. If the Expected Maximum Special Tax Revenues will be revised pursuant to a proposed Land Use Change, the Administrator shall apply the steps set forth in the Rate and Method, as described further below.

In any Fiscal Year, if it is determined that:

(i) a parcel map for a portion of property in Improvement Area No. 3 was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then-current tax roll),

(ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel map, and

(iii) one or more of the newly-created Parcels is in a different Development Class than other parcels created by the subdivision,

the Administrator will calculate the Special Tax for the property affected by recordation of the parcel map by determining the Special Tax that applies separately to the property within each Development Class, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the parcel map.

"**Trigger Event**" is defined in the Rate and Method to occur when (i) all Bonds secured by the levy and collection of Facilities Special Taxes in Improvement Area No. 3 have been fully repaid, (ii) all

Administrative Expenses from prior Fiscal Years have been paid, funded, and/or reimbursed to the City, and (iii) there are no other Authorized Facilities that the City intends to fund with Bonds and Facilities Special Taxes. In the first Fiscal Year in which the Administrator determines that the Trigger Event occurred in the prior Fiscal Year, and in each Fiscal Year thereafter, the Facilities Special Tax will cease to be levied and the maximum Services Special Tax (as defined below) will be adjusted pursuant to the Rate and Method.

Maximum Special Tax. The Maximum Special Tax for Fiscal Year 2025-26 for Parcels of Single-Family Detached Residential Property shall be the greater of (i) the Target Special Taxes set forth in Table 1 below, or, (ii) if there are Land Use Changes that would reduce debt service coverage on outstanding Bonds below the Required Coverage, the Maximum Special Tax determined pursuant to Section D of the Rate and Method.

Other Property. The Maximum Special Tax for Fiscal Year 2025-26 for Other Property is shown in Table 1. If Other Property is developed with condominium or town home units, the Administrator will apply the following steps to allocate the Maximum Special Tax to the Parcels within the condominium or town home buildings:

Step 1: Determine the Acreage of the underlying land Parcel on which the building(s) is located.

Step 2: Multiply the Acreage from Step 1 by the Maximum Special Tax for Other Property in the current Fiscal Year.

Step 3: Divide the product from Step 2 by the total number of townhomes or condominium units built or expected to be built on the underlying land Parcel to determine the Maximum Special Tax for each condominium or townhome unit, which amount will escalate by 2.0% in the next Fiscal Year and each following Fiscal Year.

Once a Special Tax has been levied and collected on a Parcel of Developed Property, the Maximum Special Tax applicable to that Parcel will not be reduced in future Fiscal Years regardless of changes in land use on the Parcel, except (i) in the event of a partial prepayment, and (ii) pursuant to Section D of the Rate and Method. Notwithstanding the foregoing, (i) if Bonds have yet to be issued for Improvement Area No. 3, the Parcels can be assigned to the appropriate Square Footage Category, and the Administrator will recalculate the Expected Maximum Special Tax Revenues based on the corresponding changes in revenues, and (ii) the actual Special Tax levied on the Parcel in any Fiscal Year may be less than the Maximum Special Tax if a lower Special Tax is calculated pursuant to the Rate and Method.

Undeveloped Property, Taxable Owners Association Property, and Taxable Public Property. The Maximum Special Tax for Fiscal Year 2025-26 for Undeveloped Property, Taxable Owners Association Property, and Taxable Public Property is set forth in Table 1. In addition, any amount levied on a landowner's Parcel(s) of Undeveloped Property due to such landowner's failure to make a prepayment pursuant to the Rate and Method will be added to the amount determined in the prior sentence to calculate the total Maximum Special Tax for the landowner's Parcel(s). For additional information, see APPENDIX B.

Table 1
Improvement Area No. 3 of the City of Tracy
Community Facilities District No. 2016-2 (ECFD)
Fiscal Year 2025-26 Target Facilities Special Tax Rates

Type of Property	Target Facilities Special Tax Prior to Trigger Event (Fiscal Year 2025-26)[1]	Target Facilities Special Tax After Trigger Event (Fiscal Year 2025-26)
Single Family Detached Residential Property		
Residential Units > 4,000 Square Feet	$3,499.24 per Residential Unit	$0 per Residential Unit
Residential Units 2,000 - 4,000 Square Feet	$3,394.06 per Residential Unit	$0 per Residential Unit
Residential Units < 2,000 Square Feet	$2,212.12 per Residential Unit	$0 per Residential Unit
Other Property	$25,563.88 per Acre	$0 per Acre
Undeveloped Property	$25,563.88 per Acre	$0 per Acre
Taxable Owners Association Property	$25,563.88 per Acre	$0 per Acre
Taxable Public Property	$25,563.88 per Acre	$0 per Acre

(1) On each July 1, the target facilities special taxes shown above shall be increased by an amount equal to 2.0% of the amount in effect for the prior fiscal year.
Source: Goodwin Consulting Group, Inc.

Method of Special Tax Levy. Under the Rate and Method, the Administrator will determine the Facilities Special Tax Requirement and levy the Special Tax as follows:

Step 1: In the first 15 Fiscal Years in which a Special Tax is levied within Improvement Area No. 3, the Maximum Special Tax shall be levied on each Parcel of Single Family Detached Residential Property and Other Property, prior to applying any Capitalized Interest that is available in the District accounts. Any Special Tax proceeds collected that are determined by the Administrator to be Remainder Taxes shall be deposited into the Improvement Fund to pay costs associated with the acquisition of Authorized Facilities eligible to be financed by the Remainder Taxes under the Acquisition Agreement and that were not paid with Bond proceeds or Facilities Special Taxes levied in prior Fiscal Years.

Beginning in the 16th Fiscal Year in which a Special Tax is levied within Improvement Area No. 3 and continuing until the Trigger Event, the Special Tax shall be levied Proportionately on each Parcel of Single Family Detached Residential Property and Other Property up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied on Single Family Detached Residential Property and Other Property is equal to the Facilities Special Tax Requirement prior to applying any Capitalized Interest that is available in the District accounts.

Step 2: If additional revenue is needed after Step 1 and after applying Capitalized Interest to the Facilities Special Tax Requirement, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for Undeveloped Property for such Fiscal Year.

Step 3: If additional revenue is needed after Step 2, the Special Tax shall be levied Proportionately on each Parcel of Taxable Owners Association Property and Taxable Public Property, up

to 100% of the Maximum Special Tax for each Parcel of Taxable Owners Association Property and Taxable Public Property, as applicable, for such Fiscal Year.

Exemptions. No Special Tax will be levied on the following:

(i) Public Property, except Taxable Public Property, and

(ii) Owners Association Popery, except Taxable Owners Association Property.

Partial Prepayment of Special Tax. A property owner may prepay up to 80% of the Special Tax obligation applicable to a Parcel in Improvement Area No. 3, subject to certain conditions. The Prepayment Amount is calculated based on the Bond Redemption Amount plus Redemption Premium and other costs, all as specified in "APPENDIX B – Rate and Method of Apportionment of Special Tax – Section I."

Services Special Tax. In addition to the Special Tax, taxable property in Improvement Area No. 3 is subject to a special tax for services (the "**Services Special Tax**"), pursuant to the Rate and Method. The maximum Services Special Tax for Fiscal Year 2025-26 is set forth in Table 2. Table 2 is included for information only. The Services Special Tax does not secure, and is not pledged to the payment of, the 2025 Bonds.

Table 2
Improvement Area No. 3 of the City of Tracy
Community Facilities District No. 2016-2 (ECFD)
Fiscal Year 2025-26 Maximum Services Special Tax Rates

Type of Property	Maximum Services Special Tax Prior to Trigger Event (Fiscal Year 2025-26)[1]	Maximum Services Special Tax After Trigger Event (Fiscal Year 2025-26)
Single Family Detached Residential Property		
Residential Units > 4,000 Square Feet	$1,985.68 per Residential Unit	$2,763.20 per Residential Unit
Residential Units 2,000 - 4,000 Square Feet	$1,588.28 per Residential Unit	$2,343.20 per Residential Unit
Residential Units < 2,000 Square Feet	$1,190.88 per Residential Unit	$1,682.64 per Residential Unit
Other Property	$6,449.70 per Acre	$6,449.70 per Acre
Undeveloped Property	$6,449.70 per Acre	$6,449.70 per Acre

(1) On each July 1, the maximum services special taxes shown above shall be increased by the lesser of (i) the percentage increase from the prior fiscal year in the Consumer Price Index of the San Francisco-Oakland-San Jose area for all urban consumers or (ii) four percent (4%).
Source: Goodwin Consulting Group, Inc.

Covenant to Foreclose

Sale of Property for Nonpayment of Taxes. The Fiscal Agent Agreement provides that the Special Taxes are to be collected in the same manner as ordinary *ad valorem* property taxes are collected and, except as provided in the special covenant for foreclosure described below and in the Act, is to be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for *ad valorem* property taxes. Under these procedures, if taxes are unpaid for a period of five years or more, the property is subject to sale by the County.

Foreclosure Under the Act. Under Section 53356.1 of the Act, if any delinquency occurs in the payment of the Special Tax, the City may order the institution of a Superior Court action to foreclose the lien therefor within specified time limits. In such an action, the real property subject to the unpaid amount may be sold at judicial foreclosure sale.

While judicial foreclosure is not mandatory under the Act, the City will agree in the Fiscal Agent Agreement that on or about June 30 of each Fiscal Year, the Finance Director will compare the amount of Special Taxes previously levied in Improvement Area No. 3 of the District to the amount of Special Tax Revenues received by the City, and if delinquencies have occurred, proceed as follows:

Individual Delinquencies. If the Finance Director determines that any single parcel subject to the Special Tax in Improvement Area No. 3 is delinquent in the payment of four or more installments of Special Taxes, then the Finance Director will send or cause to be sent a notice of delinquency (and a demand for immediate payment thereof) to the property owner within 45 days of such determination, and (if the delinquency remains uncured) foreclosure proceedings will be commenced by the City within 90 days of such determination.

Notwithstanding the foregoing, the Finance Director may defer any such actions with respect to a delinquent parcel if (1) Improvement Area No. 3 is then participating in the "Teeter Plan" (as defined and described below), or an equivalent procedure and (2) the amount in the 2025 Reserve Fund is at least equal to the 2025 Reserve Requirement. For additional details on the Teeter Plan, see "– *Special Tax Delinquencies; Teeter Plan*" below.

Aggregate Delinquencies. If the Finance Director determines that (i) the total amount of delinquent Special Tax for the prior Fiscal Year for the entire Improvement Area No. 3 (including the total of delinquencies described in the above two paragraphs), exceeds 5% of the total Special Tax due and payable for the prior Fiscal Year, determined by reference to the latest available secured property tax roll of the County, the Finance Director shall notify or cause to be notified property owners who are then delinquent in the payment of Special Taxes (and demand immediate payment of the delinquency) within 45 days of such determination, and shall commence foreclosure proceedings within 90 days of such determination against each parcel of land in Improvement Area No. 3 with a Special Tax delinquency.

Sufficiency of Foreclosure Sale Proceeds; Foreclosure Limitations and Delays. No assurances can be given that the real property subject to a judicial foreclosure sale will be sold or, if sold, that the proceeds of sale will be sufficient to pay any delinquent Special Tax installment. The Act does not require the City to purchase or otherwise acquire any lot or parcel of property foreclosed upon if there is no other purchaser at such sale.

Section 53356.6 of the Act requires that property sold pursuant to foreclosure under the Act be sold for not less than the amount of judgment in the foreclosure action, plus post-judgment interest and authorized costs, unless the consent of the owners of 75% of the outstanding Bonds is obtained. However, under Section 53356.5 of the Act, the City, as judgment creditor, is entitled to purchase any property sold at foreclosure using a "credit bid," where the City could submit a bid crediting all or part of the amount required to satisfy the judgment for the delinquent amount of the Special Taxes. If the City becomes the purchaser under a credit bid, the City must pay the amount of its credit bid into the redemption fund established for the Bonds, but this payment may be made up to 24 months after the date of the foreclosure sale.

Foreclosure by court action is subject to normal litigation delays, the nature and extent of which are largely dependent on the nature of the defense, if any, put forth by the debtor and the Superior Court calendar. In addition, the ability of the City to foreclose the lien of delinquent unpaid Special Taxes may be limited in certain instances and may require prior consent of the property owner if the property is

owned by or in receivership of the Federal Deposit Insurance Corporation (the "**FDIC**"). See "BOND OWNERS' RISKS – Bankruptcy Delays."

Special Tax Delinquencies; Teeter Plan. In 1949, the California Legislature enacted an alternative method for the distribution of property taxes to local agencies. This method, known as the "**Teeter Plan**," is found in Sections 4701-4717 of the California Revenue and Taxation Code. Upon adoption and implementation of this method by a county board of supervisors, local agencies for which the county collects property taxes and certain other public agencies and taxing areas located in the county receive annually the full amount of their shares of property taxes and other levies collected on the secured roll, including delinquent property taxes which have yet to be collected. While the county bears the risk of loss on unpaid delinquent taxes, it retains the penalties associated with delinquent taxes when they are paid. In turn, the Teeter Plan provides participating local agencies with stable cash flow and the elimination of collection risk.

Once adopted, a county's Teeter Plan will remain in effect in perpetuity unless the board of supervisors orders its discontinuance or unless, prior to the commencement of a fiscal year, a petition for discontinuance is received and joined in by resolutions of the governing bodies of not less than two-thirds of the participating districts in the county. An electing county may, however, decide to discontinue the Teeter Plan with respect to any levying agency in the county if the board of supervisors, by action taken not later than July 15 of a fiscal year, elects to discontinue the procedure with respect to such levying agency and the rate of secured tax delinquencies in that agency in any year exceeds 3% of the total of all taxes and assessments levied on the secured roll by that agency.

The Board of Supervisors of San Joaquin County adopted the Teeter Plan in Fiscal Year 1994-95. The County has elected to apply its Teeter Plan to the collection of the Special Taxes in Improvement Area No. 3. To the extent that the County's Teeter Plan continues in existence and is carried out as adopted, and to the extent the County does not discontinue the Teeter Plan with respect to the District, the County's Teeter Plan may help protect owners of the 2025 Bonds from the risk of delinquencies in the payment of Special Tax. *There can be no assurance that the County will not modify or eliminate its Teeter Plan, or choose to remove Improvement Area No. 3 from its Teeter Plan, while the 2025 Bonds are outstanding.*

Special Tax Fund

Deposits. Under the Fiscal Agent Agreement, the Special Tax Fund is established as a separate fund to be held by the Fiscal Agent, to the credit of which the Fiscal Agent will deposit amounts received from or on behalf of the City consisting of Special Tax Revenues and amounts transferred from the Administrative Expense Fund and the Bond Fund. The City will promptly remit any Special Tax Revenues received by it to the Fiscal Agent for deposit by the Fiscal Agent to the Special Tax Fund.

Notwithstanding the foregoing,

(i) Special Tax Revenues in an amount not to exceed the amount included in the Special Tax levy for such Fiscal Year for Administrative Expenses will be separately identified by the Finance Director and shall be deposited by the Fiscal Agent in the Administrative Expense Fund;

(ii) any Special Tax Revenues constituting the collection of delinquencies in payment of Special Taxes shall be separately identified by the Finance Director and will be disposed of by the Fiscal Agent first, for transfer to the Bond Fund to pay any past due debt service on the Bonds; second, for transfer to the 2025 Reserve Fund to the extent needed to increase the amount then on deposit in the 2025 Reserve Fund up to the then

2025 Reserve Requirement; and third, to be held in the Special Tax Fund for use as described in "–Disbursements" below; and

(iii) any proceeds of Special Tax Prepayments will be separately identified by the Finance Director and will be deposited by the Fiscal Agent as follows (as directed in writing by the Finance Director): (a) that portion of any Special Tax Prepayment constituting a prepayment of construction costs (which otherwise could have been included in the proceeds of Parity Bonds) will be deposited by the Fiscal Agent into the Bond Proceeds Account of the Improvement Fund and (b) the remaining Special Tax Prepayment will be deposited by the Fiscal Agent in the Special Tax Prepayments Account established pursuant to the Fiscal Agent Agreement.

Disbursements. At least 7 Business Days prior to each Interest Payment Date, the Fiscal Agent will withdraw from the Special Tax Fund and transfer the following amounts in the following order of priority:

(i) to the Bond Fund an amount, taking into account any amounts then on deposit in the Bond Fund and any expected transfers from the Improvement Fund, the 2025 Reserve Fund, and the Special Tax Prepayments Account to the Bond Fund such that the amount in the Bond Fund equals the principal (including any sinking payment), premium, if any, and interest due on the Bonds on such Interest Payment Date and any past due principal or interest on the Bonds not theretofore paid from a transfer described in the Fiscal Agent Agreement,

(ii) to the 2025 Reserve Fund an amount, taking into account amounts then on deposit in the 2025 Reserve Fund, such that the amount in the 2025 Reserve Fund is equal to the 2025 Reserve Requirement, and

(iii) (A) on each October 1, beginning on [October 1, 2025] and continuing through the Remainder Taxes Period, all of the moneys remaining in the Special Tax Fund will be transferred to the Remainder Taxes Account and (B) on each subsequent October 1 after the end of the Remainder Tax Period, all or a portion of the moneys remaining in the Special Tax Fund will be transferred to the Remainder Taxes Account as directed by the Finance Director.

"**Remainder Taxes Period**" is defined in the Fiscal Agent Agreement as the period through and including the earlier of (i) the end of the 15th Fiscal Year during which Special Taxes have been levied on the property in Improvement Area No. 3 or (ii) the date the City has fully satisfied its reimbursement obligations under the Acquisition Agreement. Fiscal Year 2022-23 was the first fiscal year in which the Special Tax was levied in Improvement Area No. 3.

Within 15 days after the end of each Bond Year after the Remainder Taxes Account is closed pursuant to the Fiscal Agent Agreement, and after the foregoing transfers have been made, the Fiscal Agent will transfer all amounts remaining on deposit in the Special Tax Fund for any lawful purpose, as directed by the City in an Officer's Certificate.

Bond Fund

Deposits. The Fiscal Agent will hold the moneys in the Bond Fund for the benefit of the City and the Owners of the Bonds, and will disburse those funds for the payment of the principal of, and interest and any premium on, the Bonds as described below.

There is also created in the Bond Fund a separate account to be held by the Fiscal Agent, designated the "Special Tax Prepayments Account" to the credit of which deposits will be made as provided in the Fiscal Agent Agreement.

Disbursements. At least 10 Business Days before each Interest Payment Date, the Fiscal Agent will notify the Finance Director in writing as to the principal and premium, if any, and interest due on the Bonds on the next Interest Payment Date (whether as a result of scheduled principal of and interest on the Bonds, optional redemption of the Bonds or a mandatory sinking fund redemption). On each Interest Payment Date, the Fiscal Agent will withdraw from the Bond Fund and pay to the Owners of the Bonds the principal of, and interest and any premium, due and payable on such Interest Payment Date on the Bonds.

At least 5 Business Days prior to each Interest Payment Date, the Fiscal Agent will determine if the amounts then on deposit in the Bond Fund are sufficient to pay the Debt Service due on the Bonds on the next Interest Payment Date. In the event that amounts in the Bond Fund are insufficient for such purpose, the Fiscal Agent promptly will notify the Finance Director by telephone (and confirm in writing) of the amount of the insufficiency.

In the event that amounts in the Bond Fund are insufficient for the purpose set forth in the preceding paragraph with respect to any Interest Payment Date, the Fiscal Agent will withdraw from the 2025 Reserve Fund, in accordance with the provisions of the Fiscal Agent Agreement, to the extent of any funds or Permitted Investments therein, amounts to cover the amount of such Bond Fund insufficiency related to the 2025 Bonds and any Parity Bonds. Amounts so withdrawn from the 2025 Reserve Fund will be deposited in the Bond Fund.

If, after the foregoing transfers, there are insufficient funds in the Bond Fund to make the payments provided for in the second sentence of the first paragraph under "Bond Fund – Disbursements" above, the Fiscal Agent will apply the available funds first to the payment of interest on the Bonds, then to the payment of principal due on the Bonds other than by reason of sinking payments, if any, and then to payment of principal due on the bonds by reason of sinking payments.

Disbursements from the Special Tax Prepayments Account. Moneys in the Special Tax Prepayments Account will be transferred by the Fiscal Agent to the Bond Fund on the next date for which notice of redemption of Bonds can timely be given under the Fiscal Agent Agreement, and notice to the Fiscal Agent can timely be given under the Fiscal Agent Agreement, and will be used (together with any amounts transferred pursuant to the Fiscal Agent Agreement) to redeem Bonds on the redemption date selected in accordance the Fiscal Agent Agreement.

2025 Reserve Fund

General. In order to further secure the payment of principal of and interest on the 2025 Bonds and any Parity Bonds, certain proceeds of the 2025 Bonds will be deposited into the 2025 Reserve Fund in an amount equal to the "**2025 Reserve Requirement**" for the 2025 Bonds (as defined below). See "FINANCING PLAN."

2025 Reserve Requirement. The "**2025 Reserve Requirement**" is defined in the Fiscal Agent Agreement to mean the amount as of any date of calculation equal to the least of (a) Maximum Annual Debt Service on the 2025 Bonds and Parity Bonds, if any, (b) 125% of average Annual Debt Service on the 2025 Bonds and Parity Bonds, if any and (c) 10% of the original principal of the 2025 Bonds and Parity Bonds, if any; provided, however:

(A) that with respect to the calculation of clause (c) above, the issue price of the 2025 Bonds or any Parity Bonds excluding accrued interest shall be used rather than the original

principal amount, if (i) the net original issue discount or premium of the 2025 Bonds or any Parity Bonds was less than 98% or more than 102% of the original principal amount of the 2025 Bonds or any Parity Bonds and (ii) using the issue price would produce a lower result than using the original principal amount;

(B) that in no event shall the amount calculated under the definition of 2025 Reserve Requirement exceed the amount on deposit in the 2025 Reserve Fund on the date of issuance of the 2025 Bonds (if they are the only Bonds covered by the 2025 Reserve Fund) or the most recently issued series of Parity Bonds except in connection with any increase associated with the issuance of Parity Bonds; and

(C) that in no event shall the amount required to be deposited into the 2025 Reserve Fund in connection with the issuance of a series of Parity Bonds exceed the maximum amount under the Tax Code that can be financed with tax-exempt bonds and invested at an unrestricted yield.

Disbursements. Except as otherwise provided in the Fiscal Agent Agreement, all amounts deposited in the 2025 Reserve Fund will be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Bond Fund in the event of any deficiency at any time in the Bond Fund of the amount then required for payment of the principal of, and interest and any premium on, the 2025 Bonds and any Parity Bonds or, in accordance with the provisions of the Fiscal Agent Agreement, for the purpose of redeeming 2025 Bonds and any Parity Bonds from the Bond Fund. Whenever a transfer is made from the 2025 Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund for payment of the principal of, and interest and any premium on, the 2025 Bonds and any Parity Bonds, the Fiscal Agent will provide written notice thereof to the Finance Director, specifying the amount withdrawn.

Qualified Reserve Fund Credit Instruments. The City has the right at any time to direct the Fiscal Agent to release funds from the 2025 Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (i) a Qualified Reserve Account Credit Instrument (as defined in the Fiscal Agent Agreement), and (ii) an opinion of Bond Counsel stating that neither the release of such funds nor the acceptance of such Qualified Reserve Account Credit Instrument will cause interest on the 2025 Bonds or any Parity Bonds the interest on which is excluded from gross income of the owners thereof for federal income tax purposes to become includable in gross income for purposes of federal income taxation.

The City will have no obligation to replace a Qualified Reserve Account Credit Instrument or to fund the 2025 Reserve Fund with cash if, at any time that the 2025 Bonds are Outstanding, the Qualified Reserve Account Credit Instrument (or its provider) is downgraded or the provider becomes insolvent, if there is an unscheduled termination of the Qualified Reserve Account or if for any reason insufficient amounts are available to be drawn upon under the Qualified Reserve Account Credit Instrument; provided, however, that the City will reimburse the provider, in accordance with the terms of the Qualified Reserve Account Credit Instrument, for any draws made thereon.

The City and the Fiscal Agent will comply with the terms of the Qualified Reserve Account Credit Instrument as will be required to receive payments thereunder in the event and to the extent required under the Fiscal Agent Agreement.

See APPENDIX C for a complete description of the timing, purpose and manner of disbursements from the 2025 Reserve Fund.

Investment of Moneys in Funds

Moneys in any fund or account created or established by the Fiscal Agent Agreement and held by the Fiscal Agent will be invested by the Fiscal Agent in Permitted Investments, which in any event by

their terms mature prior to the date on which such moneys are required to be paid out under the Fiscal Agent Agreement. See APPENDIX C for a definition of "Permitted Investments."

Issuance of Future Parity Bonds for Refunding Only

In addition to the 2025 Bonds, the City may issue one or more additional series of Refunding Bonds payable from the Special Tax Revenues on a parity with the 2025 Bonds (collectively, "**Parity Bonds**"), in such principal amount as may be determined by the City, under a Supplemental Agreement entered into by the City and the Fiscal Agent. Any such Parity Bonds will constitute Bonds under the Fiscal Agent Agreement and will be secured by a lien on the Special Tax Revenues and funds pledged for the payment of the Bonds under the Fiscal Agent Agreement on a parity with all other Bonds Outstanding thereunder.

"**Refunding Bonds**" is defined in the Fiscal Agent Agreement as bonds issued by the City for the District with respect to Improvement Area No. 3, the net proceeds of which are used to refund all or a portion of the then-Outstanding Bonds; provided that the principal and interest on the Refunding Bonds to their final maturity date is less than the principal and interest on the Bonds being refunded to their final maturity date, and the final maturity of the Refunding Bonds is not later than the final maturity of the Bonds being refunded.

See APPENDIX C for additional details regarding the conditions for issuing Parity Bonds.

Subordinate Bonds

Nothing in the Fiscal Agent Agreement prohibits the City from issuing any other bonds or otherwise incurring debt secured by a pledge of the Special Tax Revenues subordinate to the pledge thereof under the Fiscal Agent Agreement.

THE DISTRICT AND IMPROVEMENT AREA NO. 3

Formation and Background

Formation Proceedings. The District, Improvement Area No. 1 and the Future Annexation Area were established by the City Council under the Act on February 7, 2017, following a noticed public hearing. On December 17, 2019, the City Council approved the annexation of property into and the designation of Improvement Area No. 3, pursuant to the unanimous approval of landowners in Improvement Area No. 3 and, on the same date, an election was held in which the qualified electors within Improvement Area No. 3 approved a ballot proposition authorizing the District to incur bonded indebtedness for Improvement Area No. 3 of up to $25,000,000 to finance the acquisition and construction of the authorized facilities, to levy the Special Taxes within Improvement Area No. 3, and to establish an appropriations limit for Improvement Area No. 3. The District is authorized to finance the construction of authorized facilities. See "FINANCING PLAN – Authorized Facilities."

Improvement Areas; Annexation Proceedings. In addition to Improvement Area No. 3, the District includes an Improvement Area No. 1, which consists of approximately 123.69 net acres (including approximately 46.08 acres that has been subdivided into 299 single-family residential lots and approximately 74.70 acres encompassing four larger parcels expected to be developed as commercial and other uses), an Improvement Area No. 2 consisting of approximately 55.1 acres that has been subdivided into 222 single-family residential lots, and a Future Annexation Area consisting of approximately 41.80 acres. The property in the Future Annexation Area is currently expected to be annexed into a new improvement area, in which case such future improvement area will be separately authorized to issue special tax bonds secured only by special taxes levied within the applicable improvement area.

The 2025 Bonds are secured only by the Special Taxes levied within Improvement Area No. 3. If and to the extent the Future Annexation Area is annexed as additional improvement areas, there will be no cross-collateralization between or among improvement areas. The City does not have any current plans to annex any parcels within the Future Annexation Area into Improvement Area No. 3.

Joint Community Facilities Agreement. To finance certain mitigation obligations of the Master Developer with respect to the construction of school facilities to be owned and operated by the Jefferson School District ("**Jefferson School District**"), the City, the Master Developer, and Jefferson School District entered into a Joint Community Facilities Agreement dated August 12, 2025.

Description and Location

General. The District is located in the southwestern part of the City, at the Northwest intersection of Corral Hollow and Linne Roads. The land was formerly part of the County, and was annexed to the City in 2013. Improvement Area No. 3 encompasses approximately 73.65 acres. See APPENDIX A for demographic and other information regarding the City and the County.

Boundary Map. The map showing the boundaries of Improvement Area No. 3 is set forth on the following page.

[Insert CFD Boundary Map]

Authorized Facilities

General. Under the Resolution of Formation adopted by the City Council, as the legislative body of the District, on February 7, 2017, the District (and each improvement area therein) is authorized to finance all or a portion of the costs of acquisition, construction and improvement of facilities permitted under the Act and that are required as conditions of development of property in the District, the Future Annexation Area and any other property annexed to the District (collectively, the "**Facilities**"). The Facilities include but are not limited to the following:

- Public Buildings and Facilities (excluding Aquatic or Swim Center);
- Wastewater Treatment Plant Improvements and Facilities;
- Wastewater Collection Pipeline Improvements and Facilities;
- Drainage Improvements and Facilities;
- Water Improvements and Facilities;
- Roadway Improvements and Facilities including street lights, traffic signals, landscaped parkways, landscaped medians, curb, gutter, sidewalk, pavement;
- Public Parks and Facilities (excluding Aquatic or Swim Center), including trails and bike paths; and
- Ancillary Improvements and Facilities, such as publicly-owned masonry walls and fences.

Any Facility authorized to be financed by the District and each Improvement Area as originally designated and as designated in the future in conjunction with subsequent annexations of all or any part of the Future Annexation Area or any other property may be financed through the construction and acquisition of the Facility or through the payment of fees for such Facility. The Facilities authorized to be financed may be located within or outside the boundaries of the District or any Improvement Area as originally designated and as designated in the future in conjunction with subsequent annexations of all or any part of the Future Annexation Area or any other property.

The Facilities to be financed shall include all hard and soft costs associated with the Facilities, including the costs of the acquisition of land and rights-of-way, the costs of design engineering and planning, the costs of any environmental or traffic studies, surveys, or other reports, costs related to landscaping and irrigation, soils testing, permits, plan check, and inspection fees, insurance, legal, and related overhead costs, coordination and supervision, and any other costs or appurtenances related to any of the foregoing, as further defined in one or more acquisition agreements with the developer of the property in the District and each Improvement Area therein, in each case as originally designated and as designated in the future in conjunction with subsequent annexations of all or any part of the Future Annexation Area or any other property.

Status of Construction of Facilities. All infrastructure improvements and all on-site and off-site improvements for Improvement Area No. 3 have been completed by the Master Developer or LS-Tracy LLC.

Assessed Property Values

No Appraisal. The City has not commissioned an appraisal of the property in Improvement Area No. 3. Accordingly, all property value information for the Taxable Property contained in this Official Statement is based on the Fiscal Year 2025-26 County Assessor's values.

The current market value of the parcels within the District may be different from the County Assessor's values shown in this Official Statement.

General Information Regarding Assessed Values. Article XIIIA of the California Constitution ("**Proposition 13**") defines "full cash value" to mean "the county assessor's valuation of real property as shown on the 1975-76 bill under 'full cash value', or, thereafter, the appraised value of real property when purchased or newly constructed or when a change in ownership has occurred after the 1975 assessment," subject to exemptions in certain circumstances of property transfer or reconstruction. The "full cash value" is subject to annual adjustment to reflect increases, not to exceed 2% for any year, or decreases in the consumer price index or comparable local data, or to reflect reductions in property value caused by damage, destruction or other factors.

Because of the general limitation to 2% per year in increases in full cash value of properties that remain in the same ownership, the county tax roll does not reflect values uniformly proportional to actual market values.

In addition, assessed values can be reduced as a result of two basic types of property tax assessment appeals under State law: (a) a base-year assessment appeal, which involves a dispute on the valuation assigned by the assessor immediately subsequent to an instance of a change in ownership or completion of new construction, and (b) a Proposition 8 appeal, which can result (as a result of a property owner's application) if factors occur causing a decline in the market value of the property to a level below the property's then-current assessed value.

No assurance can be given that should a parcel with delinquent Facilities Special Taxes be foreclosed and sold for the amount of the delinquency, that any bid will be received for such property, or if a bid is received that such bid will be sufficient to pay such delinquent Facilities Special Taxes.

Assessed Valuation History. The table below provides a three-year history of the overall assessed valuation of Taxable Property in the Community Facilities District.

Table 3
Improvement Area No. 3 of the City of Tracy
Community Facilities District No. 2016-2 (ECFD)
Assessed Valuation History

Fiscal Year	Land Value	Improvement Value	Total
2022-23	$15,299,997	$0	$15,299,997
2023-24	65,149,112	141,802,778	206,951,890
2024-25	88,985,335	220,383,375	309,368,710
2025-26	89,645,192	236,917,209	326,562,401

Sources: San Joaquin County Assessor's Office; Goodwin Consulting Group, Inc.

Value-to-Lien Ratios

The tables below show the approximate value-to-lien ratio for the parcels in Improvement Area No. 3, based on assessed values and the proposed principal amount of the 2025 Bonds. The value-to-lien ratios in the tables below are based on the proposed principal amount of the 2025 Bonds only. When including the general obligation bond indebtedness shown on the overlapping debt statement, the value-to-lien ratio is 15.98:1*.

No assurance can be given that the amounts shown in these tables will conform to those ultimately realized in the event of a foreclosure action following delinquency in the payment of the Special Taxes.

Table 4
Improvement Area No. 3 of the
City of Tracy Community Facilities District No. 2016-2 (ECFD)
Estimated Property Values and Value-to-Lien Ratios
(Development Status as of June 30, 2025)(1)

Development Class and Property Ownership (1)	Residential Units	FY 2025-26 Assessed Value	FY 2025-26 Maximum Facilities Special Tax	Actual FY 2025-26 Facilities Special Tax Levy (2)	Allocated 2025 Bond Debt*(3)	Value-to-Lien Ratio*
Developed Property						
Individual Homeowners	308	$326,562,401	$1,045,370	$1,045,370	$17,250,000	18.93

* Preliminary; subject to change.
(1) Per the San Joaquin County Assessor's tax roll, as of the January 1, 2025 lien date.
(2) Per the Rate and Method, the City of Tracy is required to the levy the maximum facilities special tax on Developed Property for the first 15 years of the District. The actual fiscal year 2025-26 facilities special tax levy reflects the maximum facilities special tax on Developed Property.
(3) Allocated based on the actual fiscal year 2025-26 facilities special tax levy. Does not take into account overlapping bonded indebtedness secured by ad valorem taxes on the property.
Source: Piper Sandler & Co.; San Joaquin County Assessor's Office; Goodwin Consulting Group, Inc.

Table 5
Improvement Area No. 3 of the
City of Tracy Community Facilities District No. 2016-2 (ECFD)
Summary Value-to-Lien Ratios

Value-to-Lien	Residential Parcels	FY 2025-26 Assessed Value [(1)]	FY 2025-26 Maximum Facilities Special Tax	Actual FY 2025-26 Facilities Special Tax Levy	% of FY 2025-26 Facilities Special Tax Levy	Allocated 2025 Bond Debt*[(2)]	Average Value-to-Lien Ratio*
Greater than 15:1	302	$321,792,201	$1,025,006	$1,025,006	98.1%	$16,913,961	19.03
10:1 to 15:1	6	$4,770,200	$20,364	$20,364	1.9%	$336,039	14.20
Less than 10:1	0	$0	$0	$0	0.0%	$0	N/A
Total	**308**	**$326,562,401**	**$1,045,370**	**$1,045,370**	**100.0%**	**$17,250,000**	**18.93**

*Preliminary; subject to change.
(1) Per the San Joaquin County Assessor's tax roll, as of the January 1, 2025 lien date.
(2) Allocated based on the actual fiscal year 2025-26 facilities special tax levy. Does not take into account overlapping bonded indebtedness secured by ad valorem taxes on the property.
Source: Piper Sandler & Co.; San Joaquin County Assessor's Office; Goodwin Consulting Group, Inc.

Direct and Overlapping Governmental Obligations

Overlapping Debt Statement. Contained within the boundaries of Improvement Area No. 3 are certain overlapping local agencies providing public services. Many of these local agencies have outstanding debt. The direct and overlapping debt affecting Improvement Area No. 3 as of March 1, 2025 is shown in the table below, a direct and overlapping debt report (the "**Debt Report**") prepared by California Municipal Statistics, Inc. The Debt Report is included for general information purposes only. Neither the City nor the Underwriter has reviewed the Debt Report for completeness or accuracy and neither makes any representation in connection therewith.

The Debt Report generally includes long term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of Improvement Area No. 3 in whole or in part. These long-term obligations are not payable from revenues of Improvement Area No. 3 (except as indicated) nor are they necessarily obligations secured by land within Improvement Area No. 3. In many cases long term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency.

The contents of the Debt Report are as follows: (1) the first column indicates the public agencies that have outstanding debt as of the date of the Debt Report and whose territory overlaps Improvement Area No. 3; (2) the second column shows the percentage of the assessed valuation of the overlapping public agency identified in column 1 which is represented by property located within Improvement Area No. 3; and (3) the third column is an apportionment of the dollar amount of each public agency's outstanding debt (which amount is not shown in the table) to property in Improvement Area No. 3, as determined by multiplying the total outstanding debt of each agency by the percentage of the public agency's assessed valuation represented in column 2.

Table 6
Improvement Area No. 3 of the
City of Tracy Community Facilities District No. 2016-2 (ECFD)
Direct and Overlapping Governmental Obligations
As of August 1, 2025

2024-25 Assessed Valuation: $309,368,710 (Land & Improvements)

DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:	% Applicable	Debt 8/1/25
San Joaquin Delta Community College District General Obligation Bonds	0.246%	$ 328,090
Tracy Unified School District General Obligation Bonds	1.560	309,872
Jefferson School District General Obligation Bonds	5.882	2,548,911
City of Tracy Community Facilities District No. 2016-2, I.A. 3	**100.000**	**0**(1)
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		$3,186,873
OVERLAPPING GENERAL FUND DEBT:		
San Joaquin County General Fund Obligations	0.266%	$ 114,734
City of Tracy General Fund Obligations	1.653	1,342,668
TOTAL OVERLAPPING GENERAL FUND DEBT		$1,457,402
COMBINED TOTAL DEBT		$4,644,275(2)

Ratios to 2024-25 Assessed Valuation:
Direct Debt ($0) 0.00%
Total Direct and Overlapping Tax and Assessment Debt 1.03%
Combined Total Debt..... 1.50%

(1) Excludes the 2025 Bonds.
(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations

Source: California Municipal Statistics, Inc.

Estimated Tax Burden on Single-Family Homes

The following table sets forth the estimated total tax burden on a developed single-family detached unit in Improvement Area No. 3, based on special tax rates for Fiscal Year 2025-26.

Table 7
Improvement Area No. 3 of the
City of Tracy Community Facilities District No. 2016-2 (ECFD)
Fiscal Year 2025-26 Illustrative Tax Bill

Assumptions		
Average Assessed Value [1]		$1,060,268
Homeowner's Exemption		($7,000)
Net Expected Assessed Value		**$1,053,268**
Ad Valorem Tax Rate[2]		
Base Property Tax	1.000000	$10,533
Jefferson Elem 2010 Meas J 2011A Bond	0.024000	253
SJ Delta Coll 2004 Measure L Bond	0.012200	128
Tracy USD 2006 Measure E Bond	0.009200	97
Total Ad Valorem Taxes	**1.045400**	**$11,011**
Direct Charges[3]		
Tracy Rural Fire		$109
Water Zone 2		2
SJC Mosquito Abate		1
SJC Mosq & Vctr Contr-Ben Asmt		9
CSA No 53 - Haz Was		4
IA 3 CFD No. 2016-2 Services Special Tax [4]		1,588
IA 3 CFD No. 2016-2 Facilties Special Tax [4]		3,394
Total Direct Charges		**$5,108**
Total Taxes and Direct Charges		**$16,119**
Percentage of Expected Assessed Value		**1.52%**

(1) Represents the average assessed value for homes within the District for fiscal year 2025-26.
(2) Based on the fiscal year 2024-25 ad valorem tax rates for the tax rate area within the District. Ad valorem tax rates are subject to change in future years.
(3) Based on the fiscal year 2024-25 charges identified on the San Joaquin County-issued property tax bills. Charges subject to change in future years. Does not reflect any amounts for PACE liens. Property owners in Improvement Area No. 3 may elect to have PACE assessment liens placed on their property.
(4) Represents the maximum special tax for Developed Property for fiscal year 2025-26.
Sources: San Joaquin County Assessor's Tax Collector's Office; San Joaquin County Tax Collector's Office; Goodwin Consulting Group, Inc.

Special Tax Collection and Delinquency Rates

Fiscal Year 2022-23 was the first fiscal year in which the Special Tax was levied in Improvement Area No. 3. The following table is a summary of Facilities Special Tax levies, collections and delinquency for Fiscal Years 2022-23 through 2024-25 based on amounts levied and outstanding delinquencies as of June 30 of each fiscal year.

Table 8
Improvement Area No. 3 of the
City of Tracy Community Facilities District No. 2016-2 (ECFD)
Facilities Special Tax Levies, Collections and Delinquency Rates

	As of June 30 Fiscal Year End				As of August 14, 2025		
Fiscal Year	Facilities Special Tax Levy	Number of Parcels Delinquent	Amount Delinquent[(1)]	Percentage Delinquent	Number of Parcels Delinquent	Amount Delinquent[(1)]	Percentage Delinquent
2022-23	$671,643	0	$0	0.00%	0	$0	0.00%
2023-24	1,004,776	5	9,787	0.97	0	0	0.00
2024-25	1,024,876	8	16,638	1.62	3	6,655	0.65

Sources: San Joaquin County Auditor-Controller's Office; Goodwin Consulting Group, Inc.

Potential Consequences of Special Tax Delinquencies

General. Delinquencies in the payment of property taxes (including the Special Taxes) with respect to property in Improvement Area No. 3 could result in draws on the 2025 Reserve Fund established for the 2025 Bonds, and perhaps, ultimately, a default in the payment on the 2025 Bonds. See "BOND OWNERS' RISKS."

The Board of Supervisors of San Joaquin County adopted the Teeter Plan in Fiscal Year 1994-95. The County has elected to apply its Teeter Plan to the collection of the Special Taxes in Improvement Area No. 3. To the extent that the County's Teeter Plan continues in existence and is carried out as adopted, and to the extent the County does not discontinue the Teeter Plan with respect to Improvement Area No. 3, the County's Teeter Plan may help protect owners of the 2025 Bonds from the risk of delinquencies in the payment of Special Tax. *There can be no assurance that the County will not modify or eliminate its Teeter Plan, or choose to remove Improvement Area No. 3 from its Teeter Plan, while the 2025 Bonds are outstanding.* See "SECURITY FOR THE 2025 BONDS – Covenant to Foreclose – *Special Tax Delinquencies; Teeter Plan*" for additional information.

Special Tax Enforcement and Collection Procedures. The City could receive additional funds for the payment of debt service through foreclosures sales of delinquent property, but no assurance can be given as to the amount of foreclosure sale proceeds or when foreclosure sale proceeds would be received. The City has covenanted in the Fiscal Agent Agreement to take certain enforcement actions and commence and pursue foreclosure proceedings against delinquent parcels under the terms and conditions described herein. See "SECURITY FOR THE 2025 BONDS — Covenant to Foreclose."

Foreclosure actions would include, among other steps, formal City Council action to authorize commencement of foreclosure proceedings, mailing multiple demand letters to the record owners of the delinquent parcels advising them of the consequences of failing to pay the applicable Special Taxes and contacting secured lenders to obtain payment. If these efforts were unsuccessful, they would be followed (as needed) by the filing of an action to foreclose in superior court against each parcel that remained delinquent.

Limitations on Increases in Special Tax Levy. If owners are delinquent in the payment of Special Taxes, the City may not increase Special Tax levies to make up for delinquencies for prior Fiscal Years above the Maximum Special Tax rates specified for each category of property within Improvement Area No. 3. See "SECURITY FOR THE 2025 BONDS – Rate and Method." In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the 2025 Bonds. See "BOND OWNERS' RISKS."

OWNERSHIP AND DEVELOPMENT OF IMPROVEMENT AREA NO. 3

*The information regarding the development and ownership of the Property contained under this caption, "OWNERSHIP AND DEVELOPMENT OF IMPROVEMENT AREA NO. 3," has been provided by representatives of Surland Communities LLC, a California limited liability company (as herein defined, the "**Master Developer**"), and has not been independently confirmed or verified by the Underwriter, the City, or the District. The Underwriter, the City, and the District make no representation as to the accuracy or adequacy of the information contained under this caption. There may be material adverse changes in this information after the date of this Official Statement. Neither the Bonds nor the Special Taxes securing the Bonds are personal obligations of the Master Developer, or any affiliate thereof, or any other property owner and, in the event that any property owner defaults in the payment of its Special Taxes, the District may proceed with judicial foreclosure but has no direct recourse to the assets of any property owner or any affiliate thereof. See "BOND OWNERS' RISKS" herein.*

The Ellis Project

General. The Property in Improvement Area No. 3 is part of a larger residential community referred to as the "Ellis Development" being developed by the Master Developer, which includes the Property within Improvement Area No. 3, property within Improvement Area No. 1, Improvement Area No. 2, and the Future Annexation Area, and possibly future additional property that may annex into the District. The Ellis Development plan is ultimately expected to contain approximately 2,250 single-family residential dwelling units plus other uses.

Improvement Area No. 1. The property in Improvement Area No. 1 that has been subdivided into 299 single-family residential lots and approximately 74.70 acres encompassing four larger parcels expected to be developed as commercial and other uses. Improvement Area No. 1 was developed by Woodside Homes 05N, LP, a California limited partnership ("**Woodside Homes**") and all of the 299 residential homes have been conveyed to individual homeowners.

Improvement Area No. 2. The property in Improvement Area No. 2 consists of approximately 55.1 acres that has been subdivided into 222 single-family residential lots. Improvement Area No. 2 was developed by Woodside Homes and all of the 222 residential homes have been conveyed to individual homeowners.

Improvement Area No. 3. See the discussion under "THE DISTRICT AND IMPROVEMENT AREA NO. 3" above for a discussion of Improvement Area No. 3.

Future Annexation Area. There is approximately 41.80 acres of Future Annexation Area. The property in the Future Annexation Area is intended to be annexed to a new improvement area (Improvement Area No. 4) at some point in the future and is anticipated to be developed as approximately 126 homes and a K-8 school.

Information on Improvement Area No. 1, Improvement Area No. 2, and the Future Annexation Area and any other land in the Ellis Development that is outside Improvement Area No. 3 is provided for informational purposes; only the taxable property in Improvement Area No. 3 is security for the 2025 Bonds.

Acquisition Agreement. The City and the Master Developer are parties to an Amended and Restated Master Acquisition Agreement, dated as of September 1, 2021 (the "**Acquisition Agreement**") related to the financing of Facilities. The Acquisition Agreement sets forth the terms upon which the City will acquire Facilities constructed by the Master Developer or merchant builders. Among other things, the Acquisition Agreement provides that through the 15th fiscal year in which the special tax is first levied

in an improvement area (including Improvement Area No. 3), the Special Tax will be levied on Developed Property (as defined in the Rate and Method) in the amount of the Maximum Facilities Special Tax (as defined in the Rate and Method) and any Remainder Taxes will be used to finance the acquisition costs of Facilities, including components thereof and development fees.

City's Growth Management Ordinance. On June 16, 1987, the City Council of the City adopted by ordinance a Residential Growth Management Plan (referred to as the "**Growth Management Ordinance**"). The Growth Management Ordinance has been amended to-date. The Growth Management Ordinance requires an annual reservation of a certain number of building permits for the Ellis Project. As Improvement Area No. 3 is fully built out, the Growth Management Ordinance will not limit development in Improvement Area No. 3.

Property Ownership in Improvement Area No. 3

All 308 homes in Improvement Area No. 3 have been conveyed to individual homeowners.

Environmental Matters

Flood Hazard Map Information. According to the Federal Emergency Management Agency's flood insurance rate maps (Map Panel Number 06077C-0730F, dated October 16, 2009), the developable portions of the property in Improvement Area No. 3 are located within Flood Zone X, described as areas of minimal flooding (outside of the 100- and 500-year floodplains). Property in Improvement Area No. 3 is not subject to the Central Valley Flood Protection Plan.

Seismic Conditions. According to the Seismic Safety Commission, Improvement Area No. 3 is located within Zone 3, which is considered to be the lowest risk zone in California. There are only two zones in California: Zone 4, which is assigned to areas near major faults; and Zone 3, which is assigned to all other areas of more moderate seismic activity. In addition, Improvement Area No. 3 is not located within a Fault-Rupture Hazard Zone (formerly referred to as an Alquist-Priolo Special Study Zone), as defined by Special Publication 42 of the California Department of Conservation, Division of Mines and Geology.

Wetlands. No wetland mitigation was required for development within Improvement Area No. 3.

Environmental Status. According to the Environmental Impact Report approved in January 22, 2013 by the City, impacts of the development of land in Improvement Area No. 3 were analyzed and addressed and no further actions were determined to be necessary in order to complete the final construction of the units.

Fire Hazard Zone. Portions of the western side of Improvement Area No. 3 are located within areas mapped by the California Department of Forestry and Fire Protection as a high fire hazard severity zone or moderate fire hazard severity zone. See "BOND OWNERS' RISKS – Property Values – *Natural Disasters*".

Explosives Testing. The Lawrence Livermore National Laboratory ("**LLNL**") Experimental Test Site ("**Site 300**") is a restricted-access facility operated for the U.S. Department of Energy National Nuclear Security Administration ("**DOE/NNSA**") by Lawrence Livermore National Security, LLC. Site 300 is located approximately 6.4 miles to the southwest of the Ellis project. The Site 300 facility is used in the research, development, and testing of non-radioactive explosive materials to support DOE/NNSA stockpile stewardship, counterterrorism and counterproliferation programs. Site 300 has been in operation as an explosive testing and research facility since 1955.

Site 300 conducts explosive testing in both indoor and outdoor facilities. Explosive testing conducted at Site 300 is regulated by the San Joaquin Valley Air Pollution Control District ("**SJVAPCD**"). Currently, Site 300 operates under a SJVAPCD air permit that allows detonations of explosives up to 100 pounds per day and 1,000 pounds per year. To minimize noise impacts to surrounding land uses, adjacent neighbors and other sensitive receptors, Site 300 constructed the Contained Firing Facility in 2000. The concrete, 28,000 square foot facility allows Site 300 to conduct explosive tests indoors. Intermittent outdoor explosive tests (otherwise known as open detonations) are also conducted.

In the Fall of 2017, DOE/NNSA submitted a new SJVAPCD permit application and released a Draft Environmental Assessment proposing to increase the weight of explosives from the current limit of 100 lbs./day to 1,000 lbs./day, and from 1,000 lbs./year to 7,500 lbs./year. The proposed increase would allow larger single detonations and would result in more open detonations. The City and the County submitted comment letters expressing concern and questions in regard to potential increase in noise impacts. To date, the SJVAPCD has not taken any action on the permit application.

Utilities. All public utilities are available to each of the parcels within Improvement Area No. 3. Public utilities are provided by the following entities:

Utility	**Provider**
Electricity	Pacific Gas & Electric
Natural Gas	Pacific Gas & Electric
Sewer/Water	City of Tracy
Data/Phone	Comcast/ATT

BOND OWNERS' RISKS

The purchase of the 2025 Bonds described in this Official Statement involves a degree of risk that may not be appropriate for some investors. The following includes a discussion of some of the risks which should be considered before making an investment decision. This discussion does not purport to be comprehensive or definitive and does not purport to be a complete statement of all factors which may be considered as risks in evaluating the credit quality of the 2025 Bonds.

Limited Obligation of the City to Pay Debt Service

The City has no obligation to pay principal of and interest on the 2025 Bonds if Special Tax collections are delinquent or insufficient, other than from amounts, if any, on deposit in the 2025 Reserve Fund or funds derived from the tax sale or foreclosure and sale of parcels for Special Tax delinquencies. The City is not obligated to advance funds to pay debt service on the 2025 Bonds.

Levy and Collection of the Special Tax

General. The principal source of payment of principal of and interest on the 2025 Bonds is the proceeds of the annual levy and collection of the Special Tax against property within Improvement Area No. 3.

Limitation on Maximum Special Tax Rate. The annual levy of the Special Tax is subject to the maximum annual Special Tax rate authorized in the Rate and Method. The levy cannot be made at a higher rate even if the failure to do so means that the estimated proceeds of the levy and collection of the Special Tax, together with other available funds, will not be sufficient to pay debt service on the 2025 Bonds.

No Relationship Between Property Value and Special Tax Levy. Because the Special Tax formula set forth in the Rate and Method is not based on property value, the levy of the Special Tax will rarely, if ever, result in a uniform relationship between the value of particular parcels of Taxable Property and the amount of the levy of the Special Tax against those parcels. Thus, there will rarely, if ever, be a uniform relationship between the value of the parcels of Taxable Property and their proportionate share of debt service on the 2025 Bonds, and certainly not a direct relationship.

Factors that Could Lead to Special Tax Deficiencies. The following are some of the factors that might cause the levy of the Special Tax on any particular parcel of Taxable Property to vary from the Special Tax that might otherwise be expected:

Transfers to Governmental Entities. The number of parcels of Taxable Property could be reduced through the acquisition of Taxable Property by a governmental entity and failure of the government to pay the Special Tax based upon a claim of exemption or, in the case of the federal government or an agency thereof, immunity from taxation, thereby resulting in an increased tax burden on the remaining taxed parcels. See "– Exempt Properties" below.

Property Tax Delinquencies. Failure of the owners of Taxable Property to pay property taxes (and, consequently, the Special Tax), or delays in the collection of or inability to collect the Special Tax by tax sale or foreclosure and sale of the delinquent parcels, could result in a deficiency in the collection of Special Tax revenues. See "– Property Tax Delinquencies" below.

Delays Following Special Tax Delinquencies and Foreclosure Sales. The Fiscal Agent Agreement generally provides that the Special Tax is to be collected in the same manner as ordinary *ad valorem* property taxes are collected and, except as provided in the special covenant for foreclosure described in "SECURITY FOR THE 2025 BONDS – Covenant to Foreclose" and in the Act, is subject to

the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ordinary *ad valorem* property taxes. Under these procedures, if taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the County.

If sales or foreclosures of property are necessary, there could be a delay in payments to owners of the 2025 Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the City of the proceeds of sale if the 2025 Reserve Fund is depleted. See "SECURITY FOR THE 2025 BONDS – Covenant to Foreclose."

The ability of the City to collect interest and penalties specified by State law and to foreclose against properties having delinquent Special Tax installments may be limited in certain respects with regard to properties in which a federal governmental agency has or obtains an interest. See "– FDIC/Federal Government Interests in Properties" below.

Other laws generally affecting creditors' rights or relating to judicial foreclosure may affect the ability to enforce payment of Special Taxes or the timing of enforcement of Special Taxes. For example, the Soldiers and Sailors Civil Relief Act of 1940 affords protections such as a stay in enforcement of the foreclosure covenant, a six-month period after termination of such military service to redeem property sold to enforce the collection of a tax or assessment, and a limitation on the interest rate on the delinquent tax or assessment to persons in military service if the court concludes the ability to pay such taxes or assessments is materially affected by reason of such service.

Potential Early Redemption of Bonds from Prepayments

Property owners within Improvement Area No. 3 are permitted to prepay up to 80% of the Facilities Special Tax obligation applicable to their parcel, subject to certain notice and other provisions of the Rate and Method. Such prepayments will result in a redemption of the 2025 Bonds on the interest payment date for which timely notice may be given under the Fiscal Agent Agreement following the receipt of the prepayment. The resulting redemption of 2025 Bonds that were purchased at a price greater than par could reduce the otherwise expected yield on such 2025 Bonds.

Property Tax Delinquencies

General. Delinquencies in the payment of property taxes and, consequently, the Special Taxes, can occur because the owners of delinquent parcels may not have received property tax bills from the County in a timely manner, including situations in which the County initially sent property tax bills to the property developer or merchant builder at a time when the parcels in question had already been sold to individual homeowners. Delinquencies can also reflect economic difficulties and duress by the property owner.

Numerous future delinquencies by the owners of Taxable Property in Improvement Area No. 3 in the payment of property taxes (and, consequently, the Special Taxes, which are collected on the ordinary property tax bills) when due could result in a deficiency in Special Tax revenues necessary to pay debt service on the 2025 Bonds, which could in turn result in the depletion of the 2025 Reserve Fund, prior to reimbursement from the resale of foreclosed property or payment of the delinquent Special Tax. In that event, there could be a delay or failure in payments of the principal of and interest on the 2025 Bonds. See "SECURITY FOR THE 2025 BONDS – 2025 Reserve Fund," and "THE DISTRICT AND IMPROVEMENT AREA NO. 3 – Potential Consequences of Special Tax Delinquencies."

Measures to Mitigate Consequences of Continuing Delinquencies. The City intends to take certain actions designed to mitigate the impact of future delinquencies, including: enforcing the lien of the Special Taxes through collection procedures that will include foreclosure actions under certain circumstances (see "SECURITY FOR THE 2025 BONDS – Covenant to Foreclose"); and increasing the

levy of Special Taxes against non-delinquent property owners in Improvement Area No. 3 to the extent permitted under the Rate and Method and the Act, and to the extent the Special Taxes are not already being levied at the maximum Special Tax rate. See "THE DISTRICT AND IMPROVEMENT AREA NO. 3 – Potential Consequences of Special Tax Delinquencies."

Limitations on Increases in Special Tax Levy. If property owners are delinquent in the payment of the Special Tax, the City may not increase Special Tax levies to make up for delinquencies for prior fiscal years above the maximum annual Special Tax rates specified in the Rate and Method.

In addition, the City's ability to increase Special Tax levies on residential property to make up for delinquencies for prior Fiscal Years is limited by Section 53321(d) of the Act, which provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults.

In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the 2025 Bonds.

Risks Related to Homeowners with High Loan to Value Ratios

Any future decline in home values in Improvement Area No. 3 could result in property owner unwillingness or inability to pay mortgage payments, as well as *ad valorem* property taxes and Special Taxes, when due. Under such circumstances, bankruptcies are likely to increase. Bankruptcy by homeowners with delinquent Special Taxes would delay the commencement and completion of foreclosure proceedings to collect delinquent Special Taxes.

It is possible that laws could be enacted in the future to assist homeowners in default in the payment of mortgages and property taxes. It is further possible that federal laws could be enacted that would adversely impact the ability of the City to foreclose on parcels with delinquent Special Taxes. No assurance can be given that any such laws will be enacted, or if enacted will be effective in assisting affected homeowners.

Payment of Special Tax is Not a Personal Obligation of the Property Owners

An owner of Taxable Property is not personally obligated to pay the Special Taxes. Rather, the Special Taxes are an obligation running only against the parcels of Taxable Property. If, after a default in the payment of the Special Tax and a foreclosure sale by the City, the resulting proceeds are insufficient, taking into account other obligations also constituting a lien against the affected parcels of Taxable Property, the City has no recourse against the owner.

Assessed Values

The City has not commissioned an appraisal of the parcels in Improvement Area No. 3 in connection with the issuance of the 2025 Bonds. Therefore, the estimated valuations of all Taxable Property in Improvement Area No. 3 set forth in this Official Statement are based on the County Assessor's values. The assessed value is not an indication of what a willing buyer might pay for a property. The assessed value is not evidence of future value because future facts and circumstances may differ significantly from the present.

No assurance can be given that any of the Taxable Property in Improvement Area No. 3 could be sold for the assessed value if that property should become delinquent and subject to foreclosure proceedings.

Property Values

The value of Taxable Property within Improvement Area No. 3 is a critical factor in determining the investment quality of the 2025 Bonds. If a property owner defaults in the payment of the Special Tax, the City's only remedy is to foreclose on the delinquent property in an attempt to obtain funds with which to pay the delinquent Special Tax. Land values could be adversely affected by economic and other factors beyond the City's control, such as a general economic downturn, relocation of employers out of the area, shortages of water, electricity, natural gas or other utilities, destruction of property caused by earthquake, flood, landslides, wildfires, or other natural disasters, environmental pollution or contamination, or unfavorable economic conditions.

The following is a discussion of specific risk factors that could affect the value of property in Improvement Area No. 3.

***Natural Disasters*.** The value of the Taxable Property in the future can be adversely affected by a variety of natural occurrences, particularly those that may affect infrastructure and other public improvements and private improvements on the Taxable Property and the continued habitability and enjoyment of such private improvements.

The areas in and surrounding the District, like those in much of California, may be subject to unpredictable seismic activity, including earthquakes and landslides. Other natural disasters could include, without limitation, floods, landslides, wildfires, droughts or tornadoes. One or more natural disasters could occur and could result in damage to improvements of varying seriousness. The damage may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost, or because repair or replacement will not facilitate habitability or other use, or because other considerations preclude such repair or replacement. Under any of these circumstances there could be significant delinquencies in the payment of Special Taxes, and the value of the Taxable Property may well depreciate or disappear. See "OWNERSHIP AND DEVELOPMENT OF IMPROVEMENT AREA NO. 3 – Environmental Matters" for additional details on certain environmental matters.

Drought. With respect to droughts specifically, California has a history of suffering periodic drought conditions. Most recently, on May 10, 2021, the governor proclaimed a State of Emergency for 41 of the State's 58 counties (including San Joaquin County, where the District is located), citing above-average temperatures and dry conditions. While some drought-related water restrictions have been reduced or removed, no assurance can be given that drought conditions will not return in the future, potentially impacting the value of Taxable Property within Improvement Area No. 3, or economic activity within Improvement Area No. 3.

Wildfire. In recent years, drought conditions in the State (see "– Drought above") have led to increased risk of wildfire. In particular, certain electrical operators in the State have seen their distribution/transmission lines cause billions of dollars in property damage and the loss of lives. Land in California is divided generally into areas where either the State or local agencies such as cities are responsible for wildfire protection and prevention, known respectively as the State Responsibility Area and Local Responsibility Areas. The California Department of Forestry and Fire Protection ("**Cal Fire**") has classified land within the State Responsibility Area into Moderate, High, and Very High Fire Hazard Severity Zones based on fuel loading, slope, fire weather, and other factors. While Cal Fire was previously required only to map Very High Fire Hazard Severity Zones within Local Responsibility Areas, a State law passed in 2021 extended Moderate and High Fire Hazard Severity Zones to Local Responsibility

Areas. Cal Fire began releasing updated Fire Hazard Severity Zone maps for Local Responsibility Areas in February 2025. According to the February 24, 2025 Local Responsibility Area map for the City, portions of the western part of Improvement Area No. 3 are in Moderate or High Fire Hazard Severity Zones. Natural disasters such as wildfires are unpredictable and may occur anywhere throughout the State, with devastating consequences, including resulting in significant delinquencies in the payment of Special Taxes, and reduction in the value of the parcels. No assurance can be given that wildfires will not erupt in the developments being undertaken in Improvement Area No. 3 and negatively impact development of property in the Improvement Area No. 3 in the future.

***Legal Requirements*.** Other events that may affect the value of Taxable Property include changes in the law or application of the law. Such changes may include, without limitation, local growth control initiatives, local utility connection moratoriums and local application of statewide tax and governmental spending limitation measures.

***Hazardous Substances*.** One of the most serious risks in terms of the potential reduction in the value of Taxable Property is a claim with regard to a hazardous substance. In general, the owners and operators of Taxable Property may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws, but California laws with regard to hazardous substances are also stringent and similar. Under many of these laws, the owner or operator is obligated to remedy a hazardous substance condition of property whether or not the owner or operator has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the Taxable Property be affected by a hazardous substance, is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The property values set forth in this Official Statement do not take into account the possible reduction in marketability and value of any of the Taxable Property by reason of the possible liability of the owner or operator for the remedy of a hazardous substance condition of the parcel. Although the City is not aware that the owner or operator of any of the Taxable Property has such a current liability with respect to any of the Taxable Property, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the Taxable Property resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but that has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently on the parcel of a substance not presently classified as hazardous but that may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of Taxable Property that is realizable upon a delinquency.

Availability of Hazard Insurance

The risk of natural disasters may affect the availability and cost of hazard insurance. However, according to the California Department of Insurance, insurance companies declined to renew 2.8 million homeowner policies in the State. Insurers have been exiting the State, refusing to write new policies in areas they consider to be at high risk, or in some cases refusing to offer coverage for high-value homes, which insurance companies generally classify as homes with a replacement cost of $750,000 or higher. Such cancellations generally have resulted in increased cost to homeowner's as they obtain replacement coverage. The California FAIR Plan Association provides insurance to homeowners who cannot otherwise find insurance coverage, but policies through the FAIR Plan do not provide as much coverage as traditional homeowner's insurance and tend to bear rates that are higher than traditional homeowner's

insurance. Though a number of legislative and policy revisions are circulating, the City, the District and the Master Developer cannot predict whether homeowner's insurance will continue to be available to home purchasers at affordable rates. An increase in homeowner's insurance rates or a reduction in the availability of new homeowner's insurance policies will increase the overall cost to purchase homes and may in turn negatively impact the market for resales of homes in Improvement Area No. 3. Further, increases in homeowner's insurance rates may reduce affordability and may cause homeowners to be unable or unwilling to pay the Special Taxes when due.

Other Possible Claims Upon the Value of Taxable Property

While the Special Taxes are secured by the Taxable Property, the security only extends to the value of such Taxable Property that is not subject to priority and parity liens and similar claims.

The tables in the sections entitled "THE DISTRICT AND IMPROVEMENT AREA NO. 3 – Direct and Overlapping Governmental Obligations" and "– Estimated Tax Burden on Single Family Homes," show the presently outstanding amount of governmental obligations, the tax or assessment for which is or may become an obligation of one or more of the parcels of Taxable Property. The tables do not specifically identify which of the governmental obligations are secured by liens on one or more of the parcels of Taxable Property.

In addition, other governmental obligations may be authorized and undertaken or issued in the future, the tax, assessment or charge for which may become an obligation of one or more of the parcels of Taxable Property and may be secured by a lien on a parity with the lien of the Special Tax securing the 2025 Bonds. Property owners can also voluntarily add Property Assessed Clean Energy (PACE) assessment liens on their property to finance energy efficiency improvements.

In general, as long as the Special Tax is collected on the County tax roll, the Special Tax and all other taxes, assessments and charges also collected on the tax roll are on a parity, that is, are of equal priority. Questions of priority become significant when collection of one or more of the taxes, assessments or charges is sought by some other procedure, such as foreclosure and sale. In the event of proceedings to foreclose for delinquency of Special Taxes securing the 2025 Bonds, the Special Tax will be subordinate only to existing prior governmental liens, if any. Otherwise, in the event of such foreclosure proceedings, the Special Taxes will generally be on a parity with the other taxes, assessments and charges, and will share the proceeds of such foreclosure proceedings on a pro-rata basis. Although the Special Taxes will generally have priority over non-governmental liens on a parcel of Taxable Property, regardless of whether the non-governmental liens were in existence at the time of the levy of the Special Tax or not, this result may not apply in the case of bankruptcy. See "– Bankruptcy Delays" below.

Exempt Properties

Certain properties are exempt from the Special Tax in accordance with the Rate and Method and the Act, which provides that properties or entities of the state, federal or local government are exempt from the Special Tax; provided, however, that property within Improvement Area No. 3 acquired by a public entity through a negotiated transaction or by gift or devise, which is not otherwise exempt from the Special Tax, will continue to be subject to the Special Tax. See "SECURITY FOR THE 2025 BONDS – Rate and Method."

In addition, although the Act provides that if property subject to the Special Tax is acquired by a public entity through eminent domain proceedings, the obligation to pay the Special Tax with respect to that property is to be treated as if it were a special assessment, the constitutionality and operation of these provisions of the Act have not been tested, meaning that such property could become exempt from the Special Tax. The Act further provides that no other properties or entities are exempt from the Special

Tax unless the properties or entities are expressly exempted in a resolution of consideration to levy a new special tax or to alter the rate or method of apportionment of an existing special tax.

FDIC/Federal Government Interests in Properties

General. The ability of the City to foreclose the lien of delinquent unpaid Special Tax installments may be limited with regard to properties in which the FDIC, the Federal National Mortgage Association, the Drug Enforcement Agency, the Internal Revenue Service, or other federal agency has or obtains an interest.

Federal courts have held that, based on the supremacy clause of the United States Constitution, in the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest.

The supremacy clause of the United States Constitution reads as follows: "This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the contrary notwithstanding."

This means that, unless Congress has otherwise provided, if a federal governmental entity owns a parcel that is subject to Special Taxes but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the City wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on a parity with the Special Taxes and preserve the federal government's mortgage interest. In *Rust v. Johnson* (9th Circuit; 1979) 597 F.2d 174, the United States Court of Appeal, Ninth Circuit held that the Federal National Mortgage Association ("**FNMA**") is a federal instrumentality for purposes of this doctrine, and not a private entity, and that, as a result, an exercise of state power over a mortgage interest held by FNMA constitutes an exercise of state power over property of the United States.

The City has not undertaken to determine whether any federal governmental entity currently has, or is likely to acquire, any interest (including a mortgage interest) in any of the parcels subject to the Special Taxes, and therefore expresses no view concerning the likelihood that the risks described above will materialize while the 2025 Bonds are outstanding.

FDIC. In the event that any financial institution making any loan which is secured by real property within Improvement Area No. 3 is taken over by the FDIC, and prior thereto or thereafter the loan or loans go into default, resulting in ownership of the property by the FDIC, then the ability of the City to collect interest and penalties specified by State law and to foreclose the lien of delinquent unpaid Special Taxes may be limited.

The FDIC's policy statement regarding the payment of state and local real property taxes (the "**Policy Statement**") provides that property owned by the FDIC is subject to state and local real property taxes only if those taxes are assessed according to the property's value, and that the FDIC is immune from real property taxes assessed on any basis other than property value. According to the Policy Statement, the FDIC will pay its property tax obligations when they become due and payable and will pay claims for delinquent property taxes as promptly as is consistent with sound business practice and the orderly administration of the institution's affairs, unless abandonment of the FDIC's interest in the property

is appropriate. The FDIC will pay claims for interest on delinquent property taxes owed at the rate provided under state law, to the extent the interest payment obligation is secured by a valid lien. The FDIC will not pay any amounts in the nature of fines or penalties and will not pay nor recognize liens for such amounts. If any property taxes (including interest) on FDIC-owned property are secured by a valid lien (in effect before the property became owned by the FDIC), the FDIC will pay those claims. The Policy Statement further provides that no property of the FDIC is subject to levy, attachment, garnishment, foreclosure or sale without the FDIC's consent. In addition, the FDIC will not permit a lien or security interest held by the FDIC to be eliminated by foreclosure without the FDIC's consent.

The Policy Statement states that the FDIC generally will not pay non-ad valorem taxes, including special assessments, on property in which it has a fee interest unless the amount of tax is fixed at the time that the FDIC acquires its fee interest in the property, nor will it recognize the validity of any lien to the extent it purports to secure the payment of any such amounts. Special taxes imposed under the Act and a special tax formula which determines the special tax due each year are specifically identified in the Policy Statement as being imposed each year and therefore covered by the FDIC's federal immunity. The Ninth Circuit has issued a ruling on August 28, 2001 in which it determined that the FDIC, as a federal agency, is exempt from Mello-Roos special taxes.

The City is unable to predict what effect the application of the Policy Statement would have in the event of a delinquency in the payment of Special Taxes on a parcel within Improvement Area No. 3 in which the FDIC has or obtains an interest, although prohibiting the lien of the Special Taxes to be foreclosed out at a judicial foreclosure sale could reduce or eliminate the number of persons willing to purchase a parcel at a foreclosure sale. Such an outcome could cause a draw on the 2025 Reserve Fund and perhaps, ultimately, if enough property were to become owned by the FDIC, a default in payment on the 2025 Bonds.

Depletion of 2025 Reserve Fund

The 2025 Reserve Fund is to be maintained at an amount equal to the Reserve Requirement for the 2025 Bonds. See "SECURITY FOR THE 2025 BONDS – 2025 Reserve Fund." The 2025 Reserve Fund will be used to pay principal of and interest on the 2025 Bonds (and any Parity Bonds) if insufficient funds are available from the proceeds of the levy and collection of the Special Tax against property within Improvement Area No. 3. If the 2025 Reserve Fund is depleted, it can be replenished from the proceeds of the levy and collection of the Special Taxes that exceed the amounts to be paid to the owners of the 2025 Bonds (and any Parity Bonds) under the Fiscal Agent Agreement. However, because the Special Tax levy is limited to the maximum annual Special Tax rates, it is possible that no replenishment would be possible if the Special Tax proceeds, together with other available funds, remain insufficient to pay all such amounts. Thus, it is possible that the 2025 Reserve Fund will be depleted and not be replenished by the levy and collection of the Special Taxes.

Bankruptcy Delays

The payment of the Special Tax and the ability of the City to foreclose the lien of a delinquent unpaid Special Tax, as discussed in "SECURITY FOR THE 2025 BONDS," may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State of California relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the delivery of the 2025 Bonds (including Bond Counsel's approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the Special Taxes to become extinguished, bankruptcy of a property owner or any other person claiming an interest in the property could result in a

delay in superior court foreclosure proceedings and could result in the possibility of Special Tax installments not being paid in part or in full. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the 2025 Bonds.

In addition, the amount of any lien on property securing the payment of delinquent Special Taxes could be reduced if the value of the property were determined by the bankruptcy court to have become less than the amount of the lien, and the amount of the delinquent Special Taxes in excess of the reduced lien could then be treated as an unsecured claim by the court. Any such stay of the enforcement of the lien for the Special Tax, or any such delay or non-payment, would increase the likelihood of a delay or default in payment of the principal of and interest on the 2025 Bonds and the possibility of delinquent Special Taxes not being paid in full.

The chances are increased that the 2025 Reserve Fund established for the 2025 Bonds could be fully depleted during any such delay in obtaining payment of delinquent Special Taxes. As a result, sufficient moneys would not be available in the 2025 Reserve Fund to make up shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the 2025 Bonds on a timely basis.

Cyber Security

The City, like many other public and private entities, relies on computer and other digital networks and systems to conduct its operations. As a recipient and provider of personal, private or other sensitive electronic information, the City is potentially subject to multiple cyber threats, including without limitation hacking, viruses, ransomware, malware and other attacks. No assurance can be given that the City's efforts to manage cyber threats and attacks will be successful in all cases, or that any such attack will not materially impact the operations or finances of the City or the District, or the administration of the 2025 Bonds. The City is also reliant on other entities and service providers in connection with the administration of the 2025 Bonds, including without limitation the County tax collector for the levy and collection of Special Taxes, the Fiscal Agent, and the Dissemination Agent. No assurance can be given that the City, the District and these other entities will not be affected by cyber threats and attacks in a manner that may affect the Bond owners.

Disclosure to Future Purchasers

The City has recorded a notice of the Special Tax lien in the Office of the County Recorder. While title companies normally refer to such notices in title reports, there can be no guarantee that such reference will be made or, if made, that a prospective purchaser or lender will consider such special tax obligation in the purchase of a parcel of land or a home in Improvement Area No. 3 or the lending of money secured by property in Improvement Area No. 3. The Act requires the subdivider of a subdivision (or its agent or representative) to notify a prospective purchaser or long-term lessor of any lot, parcel, or unit subject to a Mello-Roos special tax of the existence and maximum amount of such special tax using a statutorily prescribed form. California Civil Code Section 1102.6b requires that in the case of transfers other than those covered by the above requirement, the seller must at least make a good faith effort to notify the prospective purchaser of the special tax lien in a format prescribed by statute. Failure by an owner of the property to comply with these requirements, or failure by a purchaser or lessor to consider or understand the nature and existence of the Special Tax, could adversely affect the willingness and ability of the purchaser or lessor to pay the Special Tax when due.

No Acceleration Provisions

The 2025 Bonds do not contain a provision allowing for their acceleration in the event of a payment default or other default under the terms of the 2025 Bonds or the Fiscal Agent Agreement. Under the Fiscal Agent Agreement, a Bondholder is given the right for the equal benefit and protection

of all Bondowners similarly situated to pursue certain remedies. See "APPENDIX C – Summary of Certain Provisions of the Fiscal Agent Agreement." So long as the 2025 Bonds are in book-entry form, DTC will be the sole Bondholder and will be entitled to exercise all rights and remedies of Bond holders.

Loss of Tax Exemption

As discussed under the caption "LEGAL MATTERS – Tax Exemption," interest on the 2025 Bonds might become includable in gross income for purposes of federal income taxation retroactive to the date the 2025 Bonds were issued as a result of future acts or omissions of the City in violation of its covenants in the Fiscal Agent Agreement. The Fiscal Agent Agreement does not contain a special redemption feature triggered by the occurrence of an event of taxability. As a result, if interest on the 2025 Bonds were to become includable in gross income for purposes of federal income taxation, the 2025 Bonds would continue to remain outstanding until maturity unless earlier redeemed pursuant to optional or mandatory redemption or redemption upon prepayment of the Special Taxes. See "THE 2025 BONDS – Redemption."

IRS Audit of Tax-Exempt Bond Issues

The Internal Revenue Service (the "**IRS**") has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the 2025 Bonds will be selected for audit by the IRS. It is also possible that the market value of such 2025 Bonds might be affected as a result of such an audit of such 2025 Bonds (or by an audit of similar bonds or securities).

Impact of Legislative Proposals, Clarifications of the Tax Code and Court Decisions on Tax Exemption

Future legislative proposals, if enacted into law, clarification of the Tax Code (defined herein) or court decisions may cause interest on the 2025 Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Bondowners from realizing the full current benefit of the tax status of such interest.

Voter Initiatives

Under the California Constitution, the power of initiative is reserved to the voters for the purpose of enacting statutes and constitutional amendments. Since 1978, the voters have exercised this power through the adoption of Proposition 13 and similar measures, including Proposition 218, which was approved in the general election held on November 5, 1996, and Proposition 26, which was approved on November 2, 2010.

Any such initiative may affect the collection of fees, taxes and other types of revenue by local agencies such as the City. Subject to overriding federal constitutional principles, such collection may be materially and adversely affected by voter-approved initiatives, possibly to the extent of creating cash-flow problems in the payment of outstanding obligations such as the 2025 Bonds.

Proposition 218—Voter Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment, added Articles XIIIC and XIIID to the California Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges.

On November 2, 2010, California voters approved Proposition 26, entitled the "Supermajority Vote to Pass New Taxes and Fees Act". Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as "fees." Proposition 26 amended Articles XIIIA

and XIIIC of the State Constitution. The amendments to Article XIIIA limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. Article XIIIC requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes require a majority vote and taxes for specific purposes ("special taxes") require a two-thirds vote.

The Special Taxes and the 2025 Bonds were each authorized by not less than a two-thirds vote of the landowners within Improvement Area No. 3 who constituted the qualified electors at the time of such voted authorization. The City believes, therefore, that issuance of the 2025 Bonds does not require the conduct of further proceedings under the Act, Proposition 218 or Proposition 26.

Like their antecedents, Proposition 218 and Proposition 26 are likely to undergo both judicial and legislative scrutiny before the impact on the City and its obligations can be determined. Certain provisions of Proposition 218 and Proposition 26 may be examined by the courts for their constitutionality under both State and federal constitutional law, the outcome of which cannot be predicted.

For example, in August 2014, in *City of San Diego. v. Melvin Shapiro*, an Appellate Court invalidated an election held by the City of San Diego to authorize the levying of special taxes on hotels city-wide pursuant to a city charter ordinance creating a convention center facilities district which specifically defined the electorate to consist solely of (1) the owners of real property in the city on which a hotel is located, and (2) the lessees of real property owned by a governmental entity on which a hotel is located. The court held that such landowners and lessees are neither "qualified electors" of the city for purposes of Articles XIII A, Section 4 of the California Constitution, nor a proper "electorate" under Article XIIIC, Section 2(d) of the California Constitution. The court specifically noted that the decision did not require the Court to consider the distinct question of whether landowner voting to impose special taxes under Section 53326(b) of the Act (which was the nature of the voter approval through which the District and Improvement Area No. 3 were formed) violates the California Constitution in districts that lack sufficient registered voters to conduct an election among registered voters. Accordingly, this case should have no effect on the levy of the Special Taxes by the City

The City cannot predict the ultimate outcome or effect of any such judicial scrutiny, legislative actions, or future initiatives. These initiatives, and any future initiatives, may affect the collection of fees, taxes and other types of revenue by local agencies such as the City. Subject to overriding federal constitutional principles, such collection may be materially and adversely affected by voter-approved initiatives, possibly to the extent of creating cash-flow problems in the payment of outstanding obligations such as the 2025 Bonds.

Public Health Emergencies

In recent years, public health authorities have warned of threats posed by outbreaks of disease and other public health threats. Pandemic diseases arising in the future could have significant adverse health and financial impacts throughout the world, leading to loss of jobs and personal financial hardships, and/or actions by federal, State and local governmental authorities to contain or mitigate the effects of an outbreak.

Taxpayer assistance measures may include deferral of due dates of property taxes, which was an assistance program during the COVID-19 pandemic, and with or without a deferral some taxpayers may be unable to make their property and Special Tax payments. No assurance can be given that the property tax payment dates will not be deferred in the future, which may cause a delay in the receipt of Special Taxes. In addition, home values may be affected by a reduction in demand stemming from personal finances, or general widespread economic circumstances resulting from pandemic diseases.

Secondary Market for Bonds

There can be no guarantee that there will be a secondary market for the 2025 Bonds or, if a secondary market exists, that any 2025 Bonds can be sold for any particular price. Prices of bond issues for which a market is being made will depend upon then-prevailing circumstances. Such prices could be substantially different from the original purchase price.

No assurance can be given that the market price for the 2025 Bonds will not be affected by the introduction or enactment of any future legislation (including without limitation amendments to the Internal Revenue Code), or changes in interpretation of the Internal Revenue Code, or any action of the Internal Revenue Service, including but not limited to the publication of proposed or final regulations, the issuance of rulings, the selection of the 2025 Bonds for audit examination, or the course or result of any Internal Revenue Service audit or examination of the 2025 Bonds or obligations that present similar tax issues as the 2025 Bonds.

LEGAL MATTERS

Legal Opinions

The legal opinion of Jones Hall LLLP, San Mateo, California, Bond Counsel, approving the validity of the 2025 Bonds will be made available to purchasers at the time of original delivery and is attached in substantially final form as APPENDIX F.

Jones Hall LLP, San Mateo, California, has served as Disclosure Counsel to the District. Stradling Yocca Carlson & Rauth, LLP, Newport Beach, California, is serving as counsel to the Underwriter.

Tax Exemption

Federal Tax Status. In the opinion of Jones Hall LLP, San Mateo, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the 2025 Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Bonds may be subject to the corporate alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the "**Tax Code**") that must be satisfied subsequent to the issuance of the 2025 Bonds in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the 2025 Bonds.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public at which a 2025 Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes "original issue discount" for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public at which a 2025 Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes “bond premium” for purposes of federal income taxes and State of California personal income taxes.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to

each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the 2025 Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such 2025 Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such 2025 Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the 2025 Bonds who purchase the 2025 Bonds after the initial offering of a substantial amount of such maturity. Owners of such 2025 Bonds should consult their own tax advisors with respect to the tax consequences of ownership of 2025 Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering to the public at the first price at which a substantial amount of such 2025 Bonds is sold to the public.

Under the Tax Code, bond premium is amortized on an annual basis over the term of the 2025 Bond (said term being the shorter of the 2025 Bond's maturity date or its call date). The amount of bond premium amortized each year reduces the adjusted basis of the owner of the 2025 Bond for purposes of determining taxable gain or loss upon disposition. The amount of bond premium on a 2025 Bond is amortized each year over the term to maturity of the 2025 Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized bond premium is not deductible for federal income tax purposes. Owners of premium 2025 Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such 2025 Bonds.

California Tax Status. In the further opinion of Bond Counsel, interest on the 2025 Bonds is exempt from California personal income taxes.

Other Tax Considerations. Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the 2025 Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the 2025 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such opinion, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the 2025 Bonds, or as to the consequences of owning or receiving interest on the 2025 Bonds, as of any future date. Prospective purchasers of the 2025 Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Owners of the 2025 Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the 2025 Bonds may have federal or state tax consequences other than as described above. Other than as expressly described above, Bond Counsel expresses no opinion regarding other federal or state tax consequences arising with respect to the 2025 Bonds, the ownership, sale or disposition of the 2025 Bonds, or the amount, accrual or receipt of interest on the 2025 Bonds.

Litigation

At the time of delivery of the 2025 Bonds, the City will certify that there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending with respect to which the City has been served with process or threatened, which:

- in any way questions the powers of the City Council, City or District, or

- in any way questions the validity of any proceeding taken by the City Council in connection with the issuance of the 2025 Bonds, or

- wherein an unfavorable decision, ruling or finding could materially adversely affect the transactions contemplated by the purchase contract with respect to the 2025 Bonds, or

- which, in any way, could adversely affect the validity or enforceability of the resolutions of the City Council adopted in connection with the formation of the District and Improvement Area No. 3 or the issuance of the 2025 Bonds, the Fiscal Agent Agreement, the Continuing Disclosure Certificate or the purchase contract with respect to the 2025 Bonds, or

- to the knowledge of the City, which in any way questions the exclusion from gross income of the recipients thereof of the interest on the 2025 Bonds for federal income tax purposes, or

- in any other way questions the status of the 2025 Bonds under State tax laws or regulations.

CONTINUING DISCLOSURE

City Continuing Disclosure. The City will covenant for the benefit of owners of the 2025 Bonds to provide certain financial information and operating data relating to Improvement Area No. 3 and the 2025 Bonds by not later than nine months after the end of the City's fiscal year (currently March 31 based on the City's fiscal year end of June 30) (the "**Annual Report**") and to provide notices of the occurrence of certain listed events.

These covenants have been made in order to assist the Underwriter in complying with Securities Exchange Commission Rule 15c2-12(b)(5) (the "**Rule**"). The specific nature of the information to be contained in the Annual Report or the notices of listed events is set forth in APPENDIX E.

The City, on its own behalf and on behalf of related entities, has entered into a number of prior continuing disclosure undertakings under the Rule in connection with the issuance of long-term obligations, and has provided annual financial information and event notices in accordance with those undertakings. During the past five years, the City or its related entities have failed to comply with prior undertakings as follows: **[To be confirmed/updated]**

- The audited financial statements for Fiscal Years 2018-19, 2019-20, and 2020-21 were not filed with the annual report, as permitted because they were unavailable at the time, and were later filed between [2 and 25] days after becoming available; and

- Certain operating and financial data for Fiscal Years 2020-21 were 4 days late.

- Certain information was omitted from the operating and financial data for filed Fiscal Year 2019-20 because it was unavailable at the time the filing was due, but that information was subsequently filed when it became available.

The City has engaged Goodwin Consulting Group to serve as its dissemination agent and assist the City in complying with its continuing disclosure undertakings. To further ensure such compliance, the City has adopted policies and procedures related thereto.

RATINGS

[S&P Global Ratings is expected to assign its municipal bond rating of "__" to the 2025 Bonds with the understanding that the Bond Insurer will issue the Policy concurrently with the delivery of the 2025 Bonds. S&P Global Ratings has assigned an underlying rating of "__" to the 2025 Bonds.

Such ratings reflect only the views of such rating agency, and an explanation of the significance of such ratings, and any outlook associated with such ratings, may be obtained by contacting the rating agency at: S&P Global Ratings, 55 Water Street, New York, New York 10041. Such ratings are not a recommendation to buy, sell or hold the 2025 Bonds. There is no assurance that such ratings will continue for any given period of time or that such ratings will not be revised downward or withdrawn entirely by such organizations, if in the rating agency's judgment circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the 2025 Bonds.]

UNDERWRITING

The 2025 Bonds are being purchased by Piper Sandler & Co. (the "**Underwriter**"), at a purchase price of $_____ (which represents the aggregate principal amount of the 2025 Bonds ($_____), plus an original issue premium/less an original issue discount of $_____, less an Underwriter's discount of $_____).

The purchase agreement relating to the 2025 Bonds provides that the Underwriter will purchase all of the 2025 Bonds, if any are purchased, the obligation to make such purchase being subject to certain terms and conditions set forth in such purchase agreement.

The Underwriter may offer and sell the 2025 Bonds to certain dealers and others at prices lower than the offering prices stated on the inside cover page hereof. The offering prices may be changed from time to time by the Underwriter.

Piper Sandler & Co., the Underwriter of the 2025 Bonds, has entered into a distribution agreement ("**Distribution Agreement**") with Charles Schwab & Co., Inc. ("**CS&Co.**") for the retail distribution of certain securities offerings at the original issue prices. Pursuant to the Distribution Agreement, CS&Co. will purchase 2025 Bonds from Piper Sandler at the original issue price less a negotiated portion of the selling concession applicable to any 2025 Bonds that CS&Co. sells.

MUNICIPAL ADVISOR

The City has retained CSG Advisors Incorporated, San Francisco, California, as Municipal Advisor for the sale of the 2025 Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume any responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement.

CSG Advisors Incorporated, is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal or other public securities.

PROFESSIONAL FEES

In connection with the issuance of the 2025 Bonds, fees or compensation payable to certain professionals are contingent upon the issuance and delivery of the 2025 Bonds. Those professionals include:

- the Underwriter;
- Jones Hall LLP, as Bond Counsel and Disclosure Counsel;
- Stradling Yocca Carlson & Rauth, LLP, as Underwriter's Counsel;
- A portion of the fees of CSG Advisors Incorporated, as municipal advisor;
- A portion of the fees of Goodwin Consulting Group, Inc., as special tax consultant; and
- U.S. Bank Trust Company, National Association, as Fiscal Agent.

EXECUTION

The execution and delivery of the Official Statement has been duly authorized by the City Council, acting as the legislative body of the District.

CITY OF TRACY

By: _____
Finance Director

APPENDIX A

GENERAL INFORMATION ABOUT THE CITY OF TRACY AND SAN JOAQUIN COUNTY

*The following information concerning the City of Tracy (the "**City**") and San Joaquin County (the "**County**") are included only for the purpose of supplying general information regarding the community. The 2025 Bonds are not a debt of the City, the County, the State of California (the "**State**") or any of its political subdivisions, and neither the City, the County, the State nor any of its political subdivisions is liable therefor.*

Population

Population figures for the City, the County and the State for the last five years are shown in the following table.

CITY OF TRACY, SAN JOAQUIN COUNTY AND THE STATE OF CALIFORNIA
Population Estimates
Calendar Years 2021 through 2025
(as of January 1)

Calendar Year	City of Tracy	San Joaquin County	State of California
2021	93,773	781,220	39,369,530
2022	94,789	784,289	39,179,680
2023	95,507	787,696	39,228,444
2024	97,501	802,328	39,420,663
2025	98,215	805,856	39,529,101

Source: State Department of Finance estimates.

Employment and Industry

The City is included in the Stockton Metropolitan Statistical Area ("**MSA**"), which includes all of San Joaquin County. The unemployment rate in San Joaquin County was 7.2 percent in July 2025, up from a revised 7.0 percent in June 2025, and above the year-ago estimate of 6.9 percent. This compares with an unadjusted unemployment rate of 6.1 percent for California and 4.6 percent for the nation during the same period.

Set forth below is data from calendar years 2020 to 2024 reflecting the County's civilian labor force, employment and unemployment. These figures are county-wide statistics and may not necessarily accurately reflect employment trends in the City.

STOCKTON-LODI MSA
(San Joaquin County)
Annual Average Labor Force and Employment by Industry
Calendar Years 2020 through 2024
(March 2024 Benchmark)

	2020	2021	2022	2023	2024
Civilian Labor Force [1]	347,200	349,400	356,700	363,400	368,500
Employment	308,800	320,300	338,200	341,600	344,700
Unemployment	38,400	29,100	18,500	21,700	23,800
Unemployment Rate	11.1%	8.3%	5.2%	6.0%	6.5%
Wage and Salary Employment: [2]					
Agriculture	14,600	14,200	13,800	14,500	14,300
Mining and Logging	100	100	0	0	0
Construction	13,000	13,900	14,900	14,000	14,700
Manufacturing	20,100	21,300	23,000	23,500	23,500
Wholesale Trade	10,600	10,800	11,600	12,300	12,400
Retail Trade	24,600	26,200	27,000	27,100	27,000
Transportation, Warehousing and Utilities	38,800	43,000	48,100	47,300	47,600
Information	1,200	1,200	1,200	1,100	1,000
Finance and Insurance	4,600	4,700	4,600	4,200	4,000
Professional and Business Services	21,300	22,500	24,100	23,100	22,900
Educational and Health Services	37,300	38,000	39,700	42,000	44,800
Leisure and Hospitality	18,500	21,300	24,300	24,500	24,400
Other Services	6,800	7,300	7,900	8,100	8,200
Federal Government	3,300	3,100	3,100	3,000	3,000
State Government	6,800	6,000	5,500	5,100	4,800
Local Government	33,000	32,900	34,000	35,100	37,000
Total, All Industries [3]	257,700	269,800	286,200	288,500	293,000

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(3) Totals may not add due to rounding.
Source: State of California Employment Development Department.

Largest Employers

The following table lists the major employers within the County, listed in alphabetical order without regard to the number of employees, as of August 2025.

SAN JOAQUIN COUNTY
Major Employers
As of August 2025

Employer Name	Location	Industry
Amazon Fulfillment Ctr	Stockton	Mail Order Fulfillment Service
Ashley Lane LP	Stockton	Real Estate
Blue Shield of California	Lodi	Insurance
Dameron Hospital	Stockton	Hospitals
Foster Care Svc	Stockton	Government Offices-County
Leprino Foods Co	Tracy	Cheese Processors (mfrs)
Lodi Health Home Health Agency	Lodi	Home Health Service
M & R Co	Lodi	Fruits & Vegetables-Growers & Shippers
Medline	Tracy	Physicians & Surgeons Equip & Supls-Whls
NA Chaderjian Youth	Stockton	State Govt-Correctional Institutions
O-G Packing & Cold Storage Co	Stockton	Fruits & Vegetables-Growers & Shippers
Prima Frutta Packing Inc	Linden	Fruit & Produce Packers
Safeway Distribution Ctr	Tracy	Distribution Centers (whls)
San Joaquin County CA Pubc	Stockton	Government Offices-County
San Joaquin County Human Svc	Stockton	Government Offices-County
San Joaquin County Sch	Stockton	School Districts
San Joaquin General Hospital	French Camp	Hospitals
San Joaquin Sheriff's Office	French Camp	Government Offices-County
Sjgov	Stockton	Government Offices-County
St Joseph's Regional Health	Stockton	Health Services
Stockton Police Dept	Stockton	Police Departments
Stockton Unified Sch Dist	Stockton	Facilities Management
Stockton Unified School Dist	Stockton	Schools
Walmart Supercenter	Stockton	Department Stores
Waste Management-Lodi Transfer	Lodi	Solid Waste Collection

Source: State of California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2025 1st Edition.

The following table lists the twenty-five principal employers within the City, by number of employees, as of June 30, 2024.

CITY OF TRACY
Principal Employers
As of June 30, 2024

Employer Name	Number of Employees
Amazon – Multiple Sites	7,410
FedEx Ground Package System	1,831
Tracy Unified School District	1,203
Medline Industries LP	750
Taylor Farms Pacific Inc	748
City of Tracy	506
Sutter Tracy Community Hospital	419
Walmart Supercenter(1)	389
Leprino Foods	331
Costco Wholesale #658	301

(1) Includes full- and part-time employees.
Source: City of Tracy Annual Comprehensive Financial Report for fiscal year ended June 30, 2024.

Commercial Activity

Summaries of historic taxable sales within the City and the County during the past five years in which data is available are shown in the following tables.

Total taxable sales during the first quarter of calendar year 2025 in the City were $1,875,816,883, a 5.56% increase over the total taxable sales of $1,776,946,382 reported during the comparable quarter of calendar year 2024.

CITY OF TRACY
Taxable Retail Sales
Number of Permits and Valuation of Taxable Transactions
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2020	1,395	$1,479,810	2,284	$2,854,012
2021	1,238	4,160,817	2,082	5,868,567
2022	1,251	4,259,440	2,128	6,066,970
2023	1,262	4,890,750	2,124	6,595,746
2024	1,293	6,100,146	2,190	7,855,056

Source: State Department of Tax and Fee Administration.

Total taxable sales during the first quarter of calendar year 2025 in the County were $5,653,070,916, a 0.99% increase over the total taxable sales of $5,597,628,028 reported during the comparable quarter of calendar year 2024.

SAN JOAQUIN COUNTY
Taxable Retail Sales
Number of Permits and Valuation of Taxable Transactions
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2020	11,188	$10,215,896	18,358	$15,752,225
2021	10,642	15,153,915	17,665	22,306,576
2022	10,884	15,342,203	18,100	23,625,470
2023	10,632	15,584,742	17,666	23,507,449
2024	10,831	16,862,302	18,099	24,682,773

Source: State Department of Tax and Fee Administration.

Effective Buying Income

"Effective Buying Income" is defined as personal income less personal tax and nontax payments, a number often referred to as "disposable" or "after-tax" income. Personal income is the aggregate of wages and salaries, other labor-related income (such as employer contributions to private pension funds), proprietor's income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), nontax payments (fines, fees, penalties, etc.) and personal contributions to social insurance. According to U.S. government definitions, the resultant figure is commonly known as "disposable personal income."

The following table summarizes the median household effective buying income for the City, the County, the State and the United States for the period 2021 through 2025.

CITY OF TRACY AND SAN JOAQUIN COUNTY
Median Household Effective Buying Income
2021 through 2025

	2021	2022	2023	2024	2025
City of Tracy	$78,492	$89,938	$90,240	$98,733	$102,190
San Joaquin County	59,914	68,971	68,912	76,847	77,622
California	67,956	77,058	77,175	80,973	82,725
United States	56,790	64,448	65,326	67,876	69,687

Source: Claritas, LLC.

Building Activity

The tables below summarize building activity in the City and the County for the past five available years.

CITY OF TRACY
Building Permit Activity
For Calendar Years 2019 through 2023
(Dollars in Thousands)

	2019	2020	2021	2022	2023
Permit Valuation					
New Single-family	$223,795.2	$239,658.3	$244,205.8	$213,664.4	$49,752.9
New Multi-family	0.0	0.0	945.7	3,015.3	527.2
Res. Alterations/Additions	9,178.8	4,504.7	4,558.9	5,413.8	8,740.2
Total Residential	$232,974.0	$244,163.0	$249,710.4	$222,093.5	$59,020.3
New Commercial	$189,205.1	$168,307.4	$105,916.9	$122,513.0	$22,535.8
New Industrial	13,881.6	526,301.0	60.8	0.0	0.0
New Other	7,006.5	4,828.5	9,099.3	13,843.7	9,143.5
Com. Alterations/Additions	60,676.8	62,904.6	80,618.6	84,684.1	60,085.4
Total Nonresidential	$270,770.0	$762,341.5	$195,695.6	$221,040.8	$91,764.7
New Dwelling Units					
Single Family	551	692	670	502	153
Multiple Family	0	0	2	23	3
TOTAL	551	692	672	525	156

Source: Construction Industry Research Board, Building Permit Summary.

SAN JOAQUIN COUNTY
Building Permit Activity
For Calendar Years 2019 through 2023
(Dollars in Thousands)

	2019	2020	2021	2022	2023
Permit Valuation					
New Single-family	$843,700.9	$870,859.6	$1,179,358.0	$1,281,631.4	$851,675.9
New Multi-family	57,271.1	38,411.8	69,775.2	88,457.7	75,802.5
Res. Alterations/Additions	98,681.9	40,144.4	108,647.1	182,338.5	55,378.0
Total Residential	$999,654.0	$949,415.8	$1,357,780.3	$1,552,427.6	$982,856.4
New Commercial	$380,383.3	$255,761.2	$272,617.0	$641,696.7	$199,112.8
New Industrial	120,003.8	534,199.5	43,401.3	249,724.2	13,931.0
New Other	61,991.7	33,112.3	58,264.9	107,863.0	76,524.2
Com. Alterations/Additions	363,840.9	135,285.4	272,064.7	450,649.8	193,151.2
Total Nonresidential	$926,219.7	$958,358.4	$646,347.9	$1,449,933.7	$482,719.2
New Dwelling Units					
Single Family	2,564	2,843	3,665	3,168	2,147
Multiple Family	461	245	178	338	605
TOTAL	3,025	3,088	3,843	3,506	2,752

Source: Construction Industry Research Board, Building Permit Summary.

APPENDIX B

RATE AND METHOD OF APPORTIONMENT FOR IMPROVEMENT AREA NO. 3 OF THE CITY OF TRACY COMMUNITY FACILITIES DISTRICT NO. 2016-2 (ECFD)

APPENDIX C

SUMMARY OF CERTAIN PROVISIONS OF THE FISCAL AGENT AGREEMENT

APPENDIX D

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the 2025 Bonds (herein, the "Securities") to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Securities and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the issuer of the Securities (the "Issuer") nor the trustee, fiscal agent or paying agent appointed with respect to the Securities (the "Agent") takes any responsibility for the information contained in this Appendix.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Securities, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Securities, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Securities, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds $500 million, one certificate will be issued with respect to each $500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the

DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

CONTINUING DISCLOSURE CERTIFICATE

$_____
IMPROVEMENT AREA NO. 3 OF THE CITY OF TRACY
COMMUNITY FACILITIES DISTRICT NO. 2016-2 (ECFD)
SPECIAL TAX BONDS, SERIES 2025

This Continuing Disclosure Certificate (this "Disclosure Certificate") is executed and delivered by the City of Tracy (the "City") in connection with the issuance of the bonds captioned above (the "2025 Bonds"). The 2025 Bonds are being issued pursuant to a Fiscal Agent Agreement dated as of October 1, 2025 (the "Fiscal Agent Agreement"), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent"). The City hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the 2025 Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"*Annual Report*" means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Annual Report Date*" means the date that is nine months after the end of the City's fiscal year (currently March 31 based on the City's fiscal year end of June 30).

"*Community Facilities District*" means Improvement Area No. 3 of the City of Tracy Community Facilities District No. 2016-2 (ECFD).

"*Dissemination Agent*" means Goodwin Consulting Group, Inc., or any successor Dissemination Agent designated in writing by the District and which has filed with the District a written acceptance of such designation.

"*Listed Events*" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"*MSRB*" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule.

"*Official Statement*" means the final official statement dated _____, 2025, executed by the District in connection with the issuance of the 2025 Bonds.

"*Participating Underwriter*" means Piper Sandler & Co., the original underwriter of the 2025 Bonds required to comply with the Rule in connection with offering of the 2025 Bonds.

"*Rule*" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing March 31, 2026, with the report for the 2024-25 fiscal year, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate; provided, however, that the audited financial statements of the City shall be filed by March 31 of each year, or such later date that the audited financial statements become available. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

(b) If the City does not provide, or cause the Dissemination Agent to provide, an Annual Report by the Annual Report Date as required in subsection (a) above, the Dissemination Agent shall provide a notice to the MSRB, in a timely manner, in an electronic format as prescribed by the MSRB.

(c) The Dissemination Agent shall:

(i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City and the Participating Underwriter certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following documents and information:

(a) The City's audited financial statements for the most recently completed fiscal year, prepared in accordance with Generally Accepted Accounting Principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board, together with the following statement:

THE CITY'S ANNUAL FINANCIAL STATEMENT IS PROVIDED SOLELY TO COMPLY WITH THE SECURITIES EXCHANGE COMMISSION STAFF'S INTERPRETATION OF RULE 15c2-12. NO FUNDS OR ASSETS OF THE CITY, OTHER THAN SPECIAL TAX REVENUES, ARE REQUIRED TO BE USED TO PAY DEBT SERVICE ON THE 2025 BONDS, AND THE CITY IS NOT OBLIGATED TO ADVANCE AVAILABLE FUNDS TO COVER ANY DELINQUENCIES. INVESTORS SHOULD NOT RELY ON THE FINANCIAL CONDITION OF THE CITY IN EVALUATING WHETHER TO BUY, HOLD OR SELL THE 2025 BONDS.

If the City's audited financial statements are not available by the time the Annual Report is required to be filed, the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) To the extent not included in the audited financial statements, the following information:

(i) Total assessed value (per the San Joaquin County Assessor's records) of all parcels currently subject to the Special Tax within Improvement Area No. 3, showing the total secured assessed valuation for all property subject to the Special Tax.

(ii) Tables showing the owners of property in Improvement Area No. 3 and value-to-lien ratios based on the San Joaquin County Assessor's last equalized tax roll available to the City based on the most recent special tax levy, substantially in the form of the Table 4 in the Official Statement.

(iii) The amount of prepayments of the Special Tax for the prior Fiscal Year.

(iv) A table showing a history of special tax collections and delinquencies within Improvement Area No. 3 for the prior Fiscal Year.

(v) Any change to the County's Teeter Plan affecting Improvement Area No. 3.

(vi) The principal amount of the 2025 Bonds outstanding and the balance in the 2025 Reserve Fund (along with a statement of the 2025 Reserve Requirement) as of the September 30 next preceding the Annual Report Date, including the issuance date and principal amount of any additional bonds or obligations issued under the Fiscal Agent Agreement on a parity with the 2025 Bonds.

(vii) Any changes to the Rate and Method of Apportionment of Special Tax for Improvement Area No. 3.

(c) In addition to any of the information expressly required to be provided under paragraph (b) above, the City shall provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The District shall clearly identify each such other document so included by reference.

Section 5. Reporting of Listed Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the 2025 Bonds:

(1) Principal and interest payment delinquencies.

(2) Non-payment related defaults, if material.

(3) Unscheduled draws on debt service reserves reflecting financial difficulties.

(4) Unscheduled draws on credit enhancements reflecting financial difficulties.

(5) Substitution of credit or liquidity providers, or their failure to perform.

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the 2025 Bonds, or other material events affecting the tax status of the 2025 Bonds.

(7) Modifications to rights of security holders, if material.

(8) Bond calls, if material, and tender offers.

(9) Defeasances.

(10) Release, substitution, or sale of property securing repayment of the securities, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the City.

(13) The consummation of a merger, consolidation, or acquisition involving the City, or the sale of all or substantially all of the assets of the City (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional Fiscal Agent or the change of name of the Fiscal Agent, if material.

(15) Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

(b) Upon the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 Business Days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsection (a)(8) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Fiscal Agent Agreement.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14), and (a)(15) of this Section 5 contain the qualifier “if material”

and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the 2025 Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event's occurrence is material for purposes of U.S. federal securities law. Upon occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(e) For purposes of Section 5(a)(15) and (16), "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under the Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City 's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the 2025 Bonds. If such termination occurs prior to the final maturity of the 2025 Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent will be Goodwin Consulting Group, Inc.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the 2025 Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the 2025 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the 2025 Bonds in the manner provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of holders, or (ii) does not, in the opinion of the Fiscal Agent or nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the 2025 Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be filed in the same manner as for a Listed Event under Section 5(c).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the 2025 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Property Owner, the Fiscal Agent, the 2025 Bond owners or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the 2025 Bonds.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Fiscal Agent, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the 2025 Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

Date: _____, 2025

CITY OF TRACY

By: _____
Sara Castro,
Finance Director

AGREED AND ACCEPTED:
Goodwin Consulting Group, Inc.,
as Dissemination Agent

By: _____
Name: _____
Title: _____

APPENDIX F

FORM OF OPINION OF BOND COUNSEL

_____, 2025

City Council
City of Tracy
333 Civic Center Plaza
Tracy, California 95376

OPINION: $_____ Improvement Area No. 3 of the City of Tracy Community Facilities District No. 2016-2 (ECFD) Special Tax Bonds, Series 2025

Members of the Council:

We have acted as bond counsel to the City of Tracy (the "City") in connection with the issuance by the City of the special tax bonds captioned above, dated as of the date first written above (the "Bonds"). In such capacity, we have examined such law and such certified proceedings, opinions, certifications and other documents as we have deemed necessary to render this opinion.

The Bonds are issued pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being sections 53311 et seq. of the California Government Code (the "Act"), a resolution of the City Council adopted on [October 7], 2025 (the "Resolution"), and a Fiscal Agent Agreement dated as of October 1, 2025 (the "Fiscal Agent Agreement"), between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent").

Under the Fiscal Agent Agreement, the City has pledged certain revenues ("Special Tax Revenues") for the payment of principal, premium (if any) and interest on the Bonds when due.

Regarding questions of fact material to our opinion, we have relied on representations of the City contained in the Fiscal Agent Agreement, and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based on the foregoing, we are of the opinion that, under existing law:

1. The City is a duly created and validly existing municipal corporation and general law city with the power to adopt the Resolution, enter into the Fiscal Agent Agreement and perform the agreements on its part contained therein, and issue the Bonds.

2. The Fiscal Agent Agreement has been duly authorized, executed and delivered by the City, and constitutes a valid and binding obligation of the City, enforceable against the City.

3. The Fiscal Agent Agreement creates a valid lien on the Special Tax Revenues and other funds pledged by the Fiscal Agent Agreement for the security of the Bonds, on a parity with other bonds (if any) issued or to be issued in accordance with the Fiscal Agent Agreement.

4. The Bonds have been duly authorized and executed by the City and are valid and binding limited obligations of the City, payable solely from the Special Tax Revenues and other funds provided therefor in the Fiscal Agent Agreement.

5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. It should be noted however that interest on the Bonds may be subject to the corporate alternative minimum tax. The opinions set forth in the preceding sentences are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Bonds in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds and the Fiscal Agent Agreement are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Moreover, our opinions are not a guarantee of a particular result, and are not binding on the Internal Revenue Service or the courts; rather, our opinions represent our legal judgment based upon our review of existing law that we deem relevant to such opinions and in reliance upon the representations, covenants and opinions referenced above. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

Jones Hall draft 8-20-25

FISCAL AGENT AGREEMENT

by and between the

CITY OF TRACY

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
as Fiscal Agent

Dated as of August 1, 2025

Relating to:

$_____
Improvement Area No. 3 of the
City of Tracy
Community Facilities District No. 2016-2 (ECFD)
Special Tax Bonds, Series 2025

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FISCAL AGENT AGREEMENT

THIS FISCAL AGENT AGREEMENT (the "Agreement") is made and entered into as of October 1, 2025, by and between the CITY OF TRACY, a municipal corporation and general law city organized and existing under the laws of the State of California (the "City") for and on behalf of the "City of Tracy Community Facilities District No. 2016-2 (ECFD)" (the "CFD") with respect to its "Improvement Area No. 3 of the City of Tracy Community Facilities District No. 2016-2 (ECFD)" ("Improvement Area No. 3"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America with a corporate trust office located in San Francisco, California, as fiscal agent (the "Fiscal Agent").

W I T N E S S E T H :

WHEREAS, the City Council of the City has formed the CFD, including Improvement Area No. 3, under the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (section 53311 *et seq.* of the California Government Code) (the "Act"); and

WHEREAS, the City Council, as the legislative body with respect to the CFD, is authorized under the Act to levy special taxes within Improvement Area No. 3 to pay for the costs of facilities and to authorize the issuance of bonds secured by said special taxes under the Act; and

WHEREAS, on _____, 2025, the City Council adopted Resolution No. 2025-___ (the "Resolution") authorizing the issuance of special tax bonds (the "2025 Bonds") on behalf of the CFD with respect to Improvement Area No. 3; and

WHEREAS, it is in the public interest and for the benefit of the City, the CFD, Improvement Area No. 3 and the persons responsible for the payment of special taxes that the City enter into this Agreement to provide for the issuance of the Bonds (as defined below) hereunder to finance the acquisition and construction of facilities for the City and to provide for the disbursement of proceeds of the Bonds, the disposition of the special taxes securing the Bonds and the administration and payment of the Bonds; and

WHEREAS, the City has determined that all things necessary to cause the 2025 Bonds, when authenticated by the Fiscal Agent and issued as provided in the Act, the Resolution and this Agreement, to be legal, valid, binding and limited obligations in accordance with their terms, and all things necessary to cause the creation, authorization, execution and delivery of this Agreement and the creation, authorization, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I

AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement. This Agreement is entered into pursuant to the Act (as herein defined) and the Resolution.

Section 1.02. Agreement for Benefit of Owners of the Bonds. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the equal benefit, protection and security of the Owners of the Bonds. All of the Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in or permitted by this Agreement.

Section 1.03. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.03 shall, for all purposes of this Agreement, of any Supplemental Agreement, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

"Acquisition Agreement" means that certain Amended and Restated Master Acquisition Agreement, dated as of September 1, 2021, by and between the City and the Developer.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being sections 53311 *et seq.* of the California Government Code.

"Administrative Expenses" means costs directly related to the administration of the CFD consisting of: the actual costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by a City employee or consultant or both) and the actual costs of collecting the Special Taxes (whether by the County or otherwise); the actual costs of remitting the Special Taxes to the Fiscal Agent; actual costs of the Fiscal Agent (including its legal counsel) in the discharge of its duties under this Agreement; the actual costs of the City or its designee of complying with the disclosure provisions of the Act and this Agreement, including those related to public inquiries regarding the Special Tax and disclosures to Owners of the Bonds and the Original Purchaser; costs of the dissemination agent, whether for the City or another party that has undertaken to provide continuing disclosure; the actual costs of the City or its designee related to an appeal of the Special Tax; any amounts required to be rebated to the federal government; an allocable share of the salaries of the City staff directly related to the foregoing and a proportionate amount of City general administrative overhead related thereto. Administrative Expenses shall also include amounts advanced by the City for any administrative purpose of the CFD, including costs related to prepayments of Special Taxes, recordings related to such prepayments and satisfaction of Special Taxes, amounts advanced to ensure maintenance of tax exemption, and the costs of prosecuting foreclosure of delinquent Special Taxes, which amounts advanced are subject to reimbursement from other sources, including proceeds of foreclosure.

"Administrative Expense Fund" means the fund designated the "Improvement Area No. 3 of the City of Tracy Community Facilities District No. 2016-2 (ECFD) Administrative Expense Fund" established and administered under Section 4.06.

"Agreement" means this Fiscal Agent Agreement, as it may be amended or supplemented from time to time by any Supplemental Agreement adopted pursuant to the provisions hereof.

"Annual Debt Service" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled, and (ii) the principal amount of the Outstanding Bonds due in such Bond Year (including any mandatory sinking payment due in such Bond Year).

"Auditor" means the auditor/controller of the County, or such other official at the County who is responsible for preparing property tax bills.

"Authorized Officer" means the Mayor, City Manager, Assistant City Manager, Finance Director, City Clerk or any other officer or employee authorized by the City Council of the City or by an Authorized Officer to undertake the action referenced in this Agreement as required to be undertaken by an Authorized Officer.

"Bond" or "Bonds" means the 2025 Bonds and, if the context requires, any Parity Bonds, at any time Outstanding under this Agreement or any Supplemental Agreement.

"Bond Counsel" means Jones Hall LLP, or any other attorney or firm of attorneys acceptable to the City and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Fund" means the fund designated the "Improvement Area No. 3 of the City of Tracy, Community Facilities District No. 2016-2 (ECFD) Special Tax Bonds, Bond Fund" established and administered under Section 4.04.

"Bond Proceeds Account" means the account of that name within the Improvement Fund to be established and administered by the Fiscal Agent under Section 4.07.

"Bond Year" means the one-year period beginning on September 2nd in each year and ending on September 1 in the following year, except that the first Bond Year shall begin on the Closing Date and shall end on September 1, 2026.

"Business Day" means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the state in which the Fiscal Agent has its principal corporate trust office are authorized or obligated by law or executive order to be closed.

"CDIAC" means the California Debt and Investment Advisory Commission of the Office of the State Treasurer, or any successor agency, board or commission.

"CFD" means the "City of Tracy Community Facilities District No. 2016-2 (ECFD)" formed under the Resolution of Formation.

"City" means the City of Tracy, and any successor thereto.

"City Attorney" means any attorney or firm of attorneys employed by the City in the capacity of general counsel.

"City Council" means the City Council of the City, in its capacity as the legislative body of the CFD.

"Closing Date" means the date upon which there is a physical delivery of the applicable series of Bonds in exchange for the amount representing the purchase price of such Bonds by the Original Purchaser.

"Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the City and dated the date of issuance and delivery of the 2025 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Costs of Issuance" means items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale, delivery and issuance of the Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, closing costs, appraisal costs, filing and recording fees, fees and expenses of counsel to the City, initial fees and charges of the Fiscal Agent including its first annual administration fees and its legal fees and charges, including the allocated costs of in-house attorneys, expenses incurred by the City in connection with the issuance of the Bonds, Bond (underwriter's) discount, legal fees and charges, including bond counsel, and counsel to any financial consultant, financial consultant's fees, charges for execution, authentication, transportation and safekeeping of the Bonds and other costs, charges and fees in connection with the foregoing.

"Costs of Issuance Fund" means the fund designated the "Improvement Area No. 3 of the City of Tracy, Community Facilities District No. 2016-2 (ECFD) Special Tax Bonds, Costs of Issuance Fund" established and administered under Section 4.02.

"County" means the County of San Joaquin, California.

"Dated Date" means October __, 2025, the dated date of the 2025 Bonds, which is the Closing Date of the 2025 Bonds.

"Debt Service" means the scheduled amount of interest and amortization of principal payable on the 2025 Bonds under Sections 2.02 and 2.03 and the scheduled amount of interest and amortization of principal payable on any Parity Bonds during the period of computation, in each case excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository for book-entry under Section 2.10.

"Developer" means Surland Communities, LLC, a California limited liability company, and its successors and assigns.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Fair Market Value" means with respect to the Bonds the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction

(determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the City and related parties do not own more than a 10% beneficial interest if the return paid by such fund is without regard to the source of the investment.

"Federal Securities" means: (a) any direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), the payment of principal of and interest on which are unconditionally and fully guaranteed by the United States of America; and (b) any obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

"Finance Director" means the official of the City, or such official's designee, who acts in the capacity as the chief financial officer of the City, including the controller or other financial officer.

"Fiscal Agent" means U.S. Bank Trust Company, National Association, the Fiscal Agent appointed by the City and acting as an independent fiscal agent with the duties and powers herein provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 7.01.

"Fiscal Year" means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

"Improvement Area No. 3" means "Improvement Area No. 3 of the City of Tracy Community Facilities District No. 2016-2 (ECFD)" formed under the Act and in accordance with the Resolution of Formation.

"Improvement Fund" means the fund designated "Improvement Area No. 3 of the City of Tracy, Community Facilities District No. 2016-2 (ECFD), Special Tax Bonds, Improvement Fund," established under Section 4.07.

"Independent Financial Consultant" means any consultant or firm of such consultants appointed by the City or the Treasurer, and who, or each of whom:

(i) is judged by the Treasurer to have experience in matters relating to the issuance and/or administration of bonds under the Act;

(ii) is in fact independent and not under the domination of the City;

(iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in Improvement Area No. 3, or any real property in Improvement Area No. 3; and

(iv) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

"Interest Payment Date" means each September 1 and March 1 of every calendar year, commencing with March 1, 2026.

"Maximum Annual Debt Service" means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds.

"Moody's" means Moody's Investors Service, Inc., and its successors.

"MSRB" means the Municipal Securities Rulemaking Board, through its EMMA system, and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such services providing information with respect to called bonds as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Officer's Certificate" means a written certificate of the City signed by an Authorized Officer of the City.

"Ordinance" means any ordinance of the City Council of the City levying the Special Taxes, including but not limited to Ordinance No. 1230 introduced by the City Council on February 7, 2017, and adopted by the City Council on February 21, 2017.

"Original Purchaser" means Piper Sandler & Co., the first purchaser of the 2025 Bonds from the City.

"Outstanding," when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 8.04) all Bonds except (i) Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation; (ii) Bonds paid or deemed to have been paid within the meaning of Section 9.03; and (iii) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the City under this Agreement or any Supplemental Agreement.

"Owner" or "Bondowner" means any person who shall be the registered owner of any Outstanding Bond.

"Parity Bonds" means additional bonds issued and payable on a parity with the Bonds under Section 3.06.

"Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

"Permitted Investments" means the following, but only to the extent that the same are acquired at Fair Market Value:

(a) Federal Securities.

(b) any of the following direct or indirect obligations of the following agencies of the United States of America: (i) direct obligations of the Export-Import Bank; (ii) certificates of beneficial ownership issued by the Farmers Home Administration; (iii) participation certificates issued by the General Services Administration; (iv) mortgage-backed bonds or pass-through obligations issued and guaranteed by the Government National Mortgage Association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Federal Housing Administration; (v) project notes issued by the United States Department of Housing and Urban Development; and (vi) public housing notes and bonds guaranteed by the United States of America;

(c) interest-bearing demand or time deposits (including certificates of deposit), including those placed by a third party pursuant to a separate agreement between the City and the Fiscal Agent, banking deposit products, trust funds, trust accounts, overnight bank deposits, interest bearing deposits, interest bearing money market accounts or deposit accounts in federal or state chartered savings and loan associations or in federal or State of California banks (including the Fiscal Agent, its parent, if any, and affiliates), provided that (i) the unsecured short-term obligations of such commercial bank or savings and loan association shall be rated in the highest short-term rating category by any Rating Agency, or (ii) such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation;

(d) commercial paper rated at the time of purchase in the highest short-term rating category by any Rating Agency, issued by corporations which are organized and operating within the United States of America, and which matures not more than 180 days following the date of investment therein;

(e) bankers acceptances, consisting of bills of exchange or time drafts drawn on and accepted by a commercial bank, including its parent (if any), affiliates and subsidiaries, whose short-term obligations are rated in the highest short-term rating category by any Rating Agency, or whose long-term obligations are rated A or better by any Rating Agency, which mature not more than 270 days following the date of investment therein;

(f) obligations the interest on which is excludable from gross income pursuant to Section 103 of the Tax Code and which are either (a) rated A or better by any Rating Agency, or (b) fully secured as to the payment of principal and interest by Federal Securities;

(g) obligations issued by any corporation organized and operating within the United States of America having assets in excess of $500,000,000, which obligations are rated A or better by any Rating Agency;

(h) money market mutual funds (including money market funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory, transfer agency, custodial or other management services for which it receives and retains a fee for such services to the fund) which invest in Federal Securities or which are rated in the highest short-term rating category by any Rating Agency including those funds for which the Fiscal Agent or an affiliate receives and retains a fee for

services provided to the fund, whether as a custodian, transfer agent, investment advisor or otherwise; and

(i) any investment agreement representing general unsecured obligations of a financial institution rated A or better by any Rating Agency, by the terms of which the Fiscal Agent is permitted to withdraw all amounts invested therein in the event any such rating falls below A.

(j) the Local Agency Investment Fund established pursuant to Section 16429.1 of the Government Code of the State of California, *provided, however,* that the Fiscal Agent shall be permitted to make investments and withdrawals in its own name and the Fiscal Agent may restrict investments in the such fund if necessary to keep moneys available for the purposes of this Fiscal Agent Agreement.

(k) the California Asset Management Program.

"Principal Office" means such corporate trust office of the Fiscal Agent as may be designated from time to time by written notice from the Fiscal Agent to the City, initially being at the address set forth in Section 9.06, or such other office designated by the Fiscal Agent from time to time.

"Proceeds" when used with reference to the Bonds, means the face amount of the Bonds, plus any accrued interest and premium, less any original issue and/or underwriter's discount.

"Project" means those items described as the "Facilities" in the Resolution of Formation.

"Qualified Reserve Account Credit Instrument" means an irrevocable standby or direct-pay letter of credit, insurance policy, or surety bond issued by a commercial bank or insurance company and deposited with the Fiscal Agent, provided that all of the following requirements are met at the time of acceptance thereof by the Fiscal Agent: (a) in the case of a commercial bank, the long-term credit rating of such bank at the time of delivery of the irrevocable standby or direct-pay letter of credit is at least "A" from S&P or "A" from Moody's and, in the case of an insurance company, the claims paying ability of such insurance company at the time of delivery of the insurance policy or surety bond is at least "A" from S&P, or "A" from Moody's or, if not rated by S&P or Moody's but is rated by A.M. Best & Company, is rated at the time of delivery in the highest rating category by A.M. Best & Company; (b) such letter of credit, insurance policy or surety bond has a term of at least 12 months; (c) such letter of credit or surety bond has a stated amount at least equal to the portion of the 2025 Reserve Requirement with respect to which funds are proposed to be released; and (d) the Fiscal Agent is authorized pursuant to the terms of such letter of credit, insurance policy or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments with respect to the 2025 Bonds and any Parity Bonds.

"Rate and Method" means the Rate and Method of Apportionment of the Special Taxes for Improvement Area No. 3.

"Record Date" means the fifteenth day of the calendar month next preceding the applicable Interest Payment Date, whether or not such day is a Business Day.

"Refunding Bonds" means bonds issued by the City for the CFD with respect to Improvement Area No. 3, the net proceeds of which are used to refund all or a portion of the then-Outstanding Bonds and for other lawful purposes; provided that the principal and interest on the Refunding Bonds to their final maturity date is less than the principal and interest on the Bonds being refunded to their final maturity date, and the final maturity of the Refunding Bonds is not later than the final maturity of the Bonds being refunded.

"Regulations" means temporary and permanent regulations promulgated under the Tax Code.

"Remainder Taxes" means the Special Taxes available for disbursement pursuant to Section 4.05(B)(iii).

"Remainder Taxes Account" means the account of that name within the Improvement Fund to be established and administered by the Fiscal Agent under Section 4.07.

"Remainder Taxes Period" means the period through and including the date that is the earlier of (i) the end of the 15th Fiscal Year during which Special Taxes have been levied on the property in Improvement Area No. 3 or (ii) the date the City has fully satisfied its reimbursement obligations under the Acquisition Agreement.

"Resolution" or "Resolution of Issuance" has the meaning given that term in the recitals hereof.

"Resolution of Formation" means (i) Resolution No. 2017-021, entitled "Resolution of Formation of Community Facilities District," adopted by the City Council on February 7, 2017, forming the CFD and (ii) to the extent applicable with respect to Improvement Area No. 3, Resolution No. 2019-244, entitled "Confirming Annexation of Property (Ellis Phase 3 Town and Country Neighborhood) Into Improvement Area No. 3 of the City of Tracy Community Facilities District No. 2016-2 (ECFD) and Confirming, Ordering and Directing Other Related Matters," adopted by the City Council on December 17, 2019.

"S&P" means S&P Global, a division of McGraw-Hill, and its successors and assigns.

"School Facilities Joint Community Facilities Agreement" means that certain Joint Community Facilities Agreement, dated ___, 2025, by and between the City, the Jefferson School District and the Developer.

"Securities Depositories" means DTC and, in accordance with then current guidelines of the Securities and Exchange Commission, such other securities depositories as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Special Tax Fund" means the special fund designated "Improvement Area No. 3 of the City of Tracy, Community Facilities District No. 2016-2 (ECFD), Special Tax Fund" established and administered under Section 4.05.

"Special Tax Prepayments" means the proceeds of any Special Tax prepayments received by the City, as calculated pursuant to the Rate and Method, less any administrative fees or penalties collected as part of any such prepayment.

"Special Tax Prepayments Account" means the account by that name established within the Bond Fund under Section 4.04(A).

"Special Tax Revenues" means the proceeds of the Special Taxes received by the City, including any scheduled payments thereof and any Special Tax Prepayments, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes to the amount of said lien and interest thereon, but shall not include any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure.

"Special Taxes" means the Facilities Special Tax levied by the City Council within Improvement Area No. 3 under the Act, the Rate and Method, the Ordinance and this Agreement.

"State" means the State of California.

"Supplemental Agreement" means an agreement the execution of which is authorized by a resolution which has been duly adopted by the City under the Act and which agreement is amendatory of or supplemental to this Agreement, but only if and to the extent that such agreement is specifically authorized hereunder.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Tax Code.

"Tax Consultant" means an independent financial or tax consultant retained by the City for the purpose of computing the Special Taxes.

"Term Bonds" means the (i) 2025 Bonds maturing on September 1, 20__, September 1, 20__, September 1, 20__, and September 1, 20__ and (ii) Parity Bonds identified as term bonds in a Supplemental Agreement.

"2025 Bonds" means the Bonds so designated and authorized to be issued under Section 2.01 hereof.

"2025 Reserve Fund" means the fund designated the "Improvement Area No. 3 of the City of Tracy, Community Facilities District No. 2016-2 (ECFD), Special Tax Bonds, Reserve Fund" established and administered under Section 4.03.

"2025 Reserve Requirement" means the amount as of any date of calculation equal to the least of (a) Maximum Annual Debt Service on the 2025 Bonds and Parity Bonds, if any, (b) 125% of average Annual Debt Service on the 2025 Bonds and Parity Bonds, if any and (c) 10% of the original principal of the 2025 Bonds and Parity Bonds, if any; provided, however:

(A) that with respect to the calculation of clause (c), the issue price of the 2025 Bonds or any Parity Bonds excluding accrued interest shall be used rather than the original principal amount, if (i) the net original issue discount or premium of the 2025 Bonds or any Parity Bonds was less than 98% or more than 102% of the original principal amount of the 2025 Bonds or any Parity Bonds and (ii) using the issue price would produce a lower result than using the original principal amount;

(B) that in no event shall the amount calculated hereunder exceed the amount on deposit in the 2025 Reserve Fund on the date of issuance of the 2025 Bonds (if they are the only Bonds covered by the 2025 Reserve Fund) or the most recently issued series of Parity Bonds except in connection with any increase associated with the issuance of Parity Bonds; and

(C) that in no event shall the amount required to be deposited into the 2025 Reserve Fund in connection with the issuance of a series of Parity Bonds exceed the maximum amount under the Tax Code that can be financed with tax-exempt bonds and invested at an unrestricted yield.

ARTICLE II

THE BONDS

Section 2.01. Principal Amount; Designation. Bonds in the aggregate principal amount of $25,000,000 are hereby authorized to be issued by the City for the CFD with respect to Improvement Area No. 3 under and subject to the terms of the Act, the Resolution, this Agreement and other applicable laws of the State of California. For the avoidance of doubt, Refunding Bonds shall not count against the limit set forth in the previous sentence.

The 2025 Bonds shall be designated as the "Improvement Area No. 3 of the City of Tracy Community Facilities District No. 2016-2 (ECFD) Special Tax Bonds, Series 2025," and shall be in the initial principal amount of $_____.

Section 2.02. Terms of the 2025 Bonds.

(A) Form; Denominations. The 2025 Bonds shall be issued as fully registered Bonds without coupons. The 2025 Bonds shall be lettered and numbered in a customary manner as determined by the City. The 2025 Bonds shall be issued in the denominations of $5,000 or any integral multiple of $5,000 in excess thereof.

(B) Date of 2025 Bonds. The 2025 Bonds shall be dated the Closing Date.

(C) CUSIP Identification Numbers. "CUSIP" identification numbers may, at the election of the Original Purchaser of the Bonds, be imprinted on the Bonds, but such numbers shall not constitute a part of the contract evidenced by the Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the Bonds. In addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to Owners shall not constitute an event of default or any violation of the City's contract with such Owners and shall not impair the effectiveness of any such notice.

(D) Maturities; Interest Rates. The 2025 Bonds shall mature and become payable on each September 1, and shall bear interest at the rates per annum indicated in the below table.

Maturity (September 1)	Principal Amount	Interest Rate
	$	%

* Term Bond

(E) Interest. The 2025 Bonds shall bear interest at the rates set forth above payable on the Interest Payment Dates in each year. Interest on all Bonds shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Each Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless

(i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such date of authentication, or

(ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or

(iii) it is authenticated on or before the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Dated Date;

provided, however, that if at the time of authentication of a Bond, interest is in default thereon, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(F) Method of Payment. Interest on the Bonds (including the final interest payment upon maturity or earlier redemption), is payable on the applicable Interest Payment Date by check of the Fiscal Agent mailed by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date, or by wire transfer to an account located in the United States made on such Interest Payment Date upon written instructions of any Owner of $1,000,000 or more in aggregate principal amount of Bonds delivered to the Fiscal Agent prior to the applicable Record Date, which shall continue in effect until revoked in writing, or until such Bonds are transferred to a new Owner.

The principal of the Bonds and any premium on the Bonds are payable in lawful money of the United States of America upon surrender of the Bonds at the Principal Office of the Fiscal Agent. All Bonds paid by the Fiscal Agent pursuant to this Section shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the canceled Bonds and, upon request of the City, issue a certificate of destruction of such Bonds to the City.

Section 2.03. Redemption.

(A) Redemption Provisions.

(i) **Optional Redemption**. The 2025 Bonds maturing on or after September 1, 20__, are subject to optional redemption as directed by the City, from sources of funds other than prepayments of Special Taxes, prior to their stated maturity on any date on or after September 1, 20__ as a whole or in part, at a redemption price (expressed as a percentage of the principal amount of the Bonds to be redeemed), as set forth below, together with accrued interest thereon to the date fixed for redemption:

Redemption Dates	Redemption Price
September 1, 20__ through August 31, 20__	%
September 1, 20__ through August 31, 20__	
September 1, 20__ through August 31, 20__	
September 1, 20__ and any date thereafter	

(ii) **Mandatory Sinking Fund Redemption**. The Term Bond maturing on September 1, 20__, is subject to mandatory redemption in part by lot, from sinking fund payments made by the City from the Bond Fund, at a redemption price equal to the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts all as set forth in the following table:

Sinking Fund Redemption Date (September 1)	**Sinking Fund Payments**
20__	$
20__	
20__	
20__	
20__ (maturity)	

The Term Bond maturing on September 1, 20__, is subject to mandatory redemption in part by lot, from sinking fund payments made by the City from the Bond Fund, at a redemption price equal to the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts all as set forth in the following table:

Sinking Fund Redemption Date (September 1)	**Sinking Fund Payments**
20__	$
20__	
20__	
20__	
20__ (maturity)	

The Term Bond maturing on September 1, 20__, is subject to mandatory redemption in part by lot, from sinking fund payments made by the City from the Bond Fund, at a redemption price equal to the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts all as set forth in the following table:

Sinking Fund Redemption Date (September 1)	**Sinking Fund Payments**
20__	$
20__	
20__	
20__	
20__(maturity)	

The Term Bond maturing on September 1, 20__, is subject to mandatory redemption in part by lot, from sinking fund payments made by the City from the Bond Fund, at a redemption price equal to the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts all as set forth in the following table:

Sinking Fund Redemption Date (September 1)	**Sinking Fund Payments**
20__	$
20__	
20__	
20__	
20__ (maturity)	

Provided, however, if some but not all of the Term Bonds of a given maturity have been redeemed under subsection (i) above or subsection (iii) below, the total amount of all future Sinking Fund Payments relating to such maturity shall be reduced by the

aggregate principal amount of Term Bonds of such maturity so redeemed, to be allocated among such Sinking Fund Payments on a pro rata basis in integral multiples of $5,000 as determined by the City, notice of which shall be given by the City to the Fiscal Agent and the notice shall include a revised sinking fund schedule.

(iii) **Redemption from Special Tax Prepayments.** Special Tax Prepayments and any corresponding transfers from the 2025 Reserve Fund pursuant to Section 4.03(F) shall be used to redeem 2025 Bonds on the next Interest Payment Date for which notice of redemption can timely be given under Section 2.03(D), among series and maturities so as to maintain substantially the same debt service profile for the Bonds as in effect prior to such redemption and by lot within a maturity, at a redemption price (expressed as a percentage of the principal amount of the 2025 Bonds to be redeemed), as set forth below, together with accrued interest to the date fixed for redemption:

Redemption Dates	Redemption Price
Any Interest Payment Date on or before March 1, 20__	%
September 1, 20__ and March 1, 20__	
September 1, 20__ and March 1, 20__	
September 1, 20__ and any Interest Payment Date thereafter	

(B) Notice to Fiscal Agent. The City shall give the Fiscal Agent written notice of its intention to redeem Bonds under subsection (A)(i) and (A)(iii) not less than 45 days prior to the applicable redemption date or such lesser number of days as shall be acceptable to the Fiscal Agent.

(C) Purchase of Bonds in Lieu of Redemption. In lieu of redemption under Section 2.03(A), moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2025 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2025 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase and any premium which would otherwise be due if such 2025 Bonds were to be redeemed in accordance with this Agreement.

(D) Redemption Procedure by Fiscal Agent.

(i) **Notices**. The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, or posted, at least twenty (20) days but not more than sixty (60) days prior to the date fixed for redemption, to the Securities Depositories and to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books in the Principal Office of the Fiscal Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such Bonds. In addition, the Fiscal Agent shall file each notice of redemption with the MSRB through its EMMA system.

(ii) **Contents of Notices**. Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption shall state as to any Bond called in part the principal amount thereof to be redeemed, and shall require that such Bonds be then surrendered at the Principal Office

of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such Bonds will not accrue from and after the redemption date. The cost of mailing any such redemption notice and any expenses incurred by the Fiscal Agent in connection therewith shall be paid by the City.

Any redemption notice may be conditioned upon the receipt of moneys by the City sufficient to cause such redemption. The City has the right to rescind any notice of the optional redemption of Bonds by written notice to the Fiscal Agent on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute a default under this Agreement. The City and the Fiscal Agent have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Fiscal Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under this Section.

(iii) **Selection of Bonds for Redemption**. Whenever provision is made in this Agreement for the redemption of less than all of the Bonds of any maturity or any given portion thereof, the Fiscal Agent shall select the Bonds to be redeemed by lot in any manner which the Fiscal Agent in its sole discretion deems appropriate.

(iv) **New Bonds**. Upon surrender of Bonds redeemed in part only, the City shall execute and the Fiscal Agent shall authenticate and deliver to the registered Owner, at the expense of the City, a new Bond or Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond or Bonds of such registered Owner.

(E) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the Bonds so called for redemption shall have been deposited in the Bond Fund, such Bonds so called shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in the notice of redemption. All Bonds redeemed and purchased by the Fiscal Agent under this Section 2.03 shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the canceled Bonds in accordance with the Fiscal Agent's retention policy then in effect.

Section 2.04. Form of Bonds. The 2025 Bonds, the Fiscal Agent's certificate of authentication and the assignment, to appear thereon, shall be substantially in the forms, respectively, set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Agreement, the Resolution and the Act.

Section 2.05. Execution and Authentication of Bonds.

(A) Execution. The Bonds shall be executed on behalf of the City by the manual or facsimile signatures of its Mayor and its City Clerk who are in office on the date of execution of this Agreement or at any time thereafter. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the Owner. Any Bond may be signed and attested on behalf of the City by such persons as at the actual date of the execution of such Bond shall be the proper officers of the City although at the nominal date of such Bond any such person shall not have been such officer of the City.

(B) Authentication. Only such Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A, executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of authentication of the Fiscal Agent shall be conclusive evidence that the Bonds registered hereunder have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Agreement.

Section 2.06. Transfer or Exchange of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept under the provisions of Section 2.07 by the person in whose name it is registered, in person or by such person's duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form acceptable to the Fiscal Agent. Bonds may be exchanged at the Principal Office of the Fiscal Agent solely for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer or exchange shall be paid by the City. The Fiscal Agent shall collect from the Owner requesting such transfer or exchange any tax or other governmental charge required to be paid with respect to such transfer or exchange. Whenever any Bond or Bonds shall be surrendered for transfer or exchange, the City shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds, for a like aggregate principal amount. No transfers or exchanges of Bonds shall be required to be made (i) fifteen days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption; or (iii) between a Record Date and the succeeding Interest Payment Date.

Section 2.07. Bond Register. The Fiscal Agent will keep, or cause to be kept, at its Principal Office sufficient books for the registration and transfer of the Bonds which books shall show the series number, date, amount, rate of interest and last known owner of each Bond and shall at all times be open to inspection by the City during regular business hours upon reasonable notice; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the ownership of the Bonds as hereinbefore provided. The City and the Fiscal Agent will treat the Owner of any Bond whose name appears on the Bond register as the absolute Owner of such Bond for any and all purposes, and the City and the Fiscal Agent shall not be affected by any notice to the contrary. The City and the Fiscal Agent may rely on the address of the Owner as it appears in the Bond register for any and all purposes.

Section 2.08. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such authorized denominations as may be determined by the City, and may contain such reference to any of the provisions of this Agreement as may be

appropriate. Every temporary Bond shall be executed by the City upon the same conditions and in substantially the same manner as the definitive Bonds. If the City issues temporary Bonds, it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange for the definitive Bonds at the Principal Office of the Fiscal Agent or at such other location as the Fiscal Agent shall designate, and the Fiscal Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Agreement as definitive Bonds authenticated and delivered hereunder.

Section 2.09. Bonds Mutilated, Lost, Destroyed or Stolen.

(A) Mutilated. If any Bond shall become mutilated, at the expense of the Owner of such Bond, the City shall execute and the Fiscal Agent shall authenticate and deliver a replacement Bond of like tenor and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be canceled by it and destroyed by the Fiscal Agent, in accordance with the Fiscal Agent's retention policy then in effect.

(B) Destroyed or Stolen. If any Bond shall be lost, destroyed or stolen, the City shall execute and the Fiscal Agent shall authenticate and deliver a replacement Bond of like tenor and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen, at the expense of the Owner, but only following provision by the Owner to the Fiscal Agent of indemnity for the City and the Fiscal Agent satisfactory to the Fiscal Agent and the City. The City may require payment of a sum not exceeding the actual cost of preparing each replacement Bond delivered under this Section and the City and the Fiscal Agent may require payment of the expenses which may be incurred by the City and the Fiscal Agent for the preparation, execution, authentication and delivery thereof. Any Bond delivered under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the City whether or not the Bond so alleged to be lost, destroyed or stolen is at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Agreement with all other Bonds issued under this Agreement.

(C) Additional Stock. If the Fiscal Agent has an insufficient stock of unauthenticated printed Bonds for such purpose, it shall communicate with the Finance Director with respect to the printing of an additional stock of Bonds, in such quantities and as otherwise approved in writing by the Finance Director.

Section 2.10. Book-Entry Only System. DTC shall act as the initial Depository for the Bonds. One Bond for each maturity of the Bonds shall be initially executed, authenticated, and delivered as set forth herein with a separate fully registered certificate (in print or typewritten form). Upon initial execution, authentication, and delivery, the ownership of the Bonds shall be registered in the Bond register kept by the Fiscal Agent for the Bonds in the name of Cede & Co., as nominee of DTC or such nominee as DTC shall appoint in writing.

The Authorized Officers of the City and the Fiscal Agent are hereby authorized to take any and all actions as may be necessary and not inconsistent with this Agreement to qualify the Bonds for the Depository's book-entry system, including the execution of the Depository's required representation letter.

With respect to Bonds registered in the Bond register in the name of Cede & Co., as nominee of DTC, neither the City nor the Agent shall have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds Bonds as Depository from time to time (the "DTC Participants") or to any person for which a DTC Participant acquires an interest in the Bonds (the "Beneficial Owners"). Without limiting the immediately preceding sentence, neither the City nor the Fiscal Agent shall have any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any notice with respect to the Bonds, including any Bonds to be redeemed in the event the City elects to redeem the Bonds, in part, (iii) the selection by the Depository of the beneficial interests in the Bonds to be redeemed in the event the City elects to redeem the Bonds in part, (iv) the payments to any DTC Participant, any Beneficial Owner, or any person, other than DTC, of any amount with respect to the principal of or interest or premium on the Bonds, or (v) any consent given or other action taken by the Depository as Owner of the Bonds.

Except as set forth above, the City and the Fiscal Agent may treat as and deem DTC to be the absolute Owner of each Bond, for which DTC is acting as Depository for the purpose of payment of the principal of and premium and interest on such Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bonds, for the purpose of registering transfers with respect to such Bonds, and for all purposes whatsoever. The Fiscal Agent on behalf of the City shall pay all principal of and premium and interest on the Bonds only to or upon the order of the Owners as shown on the Bond register, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to the principal of and premium and interest on the Bonds to the extent of the sums or sums so paid.

No person other than an Owner, as shown on the Bond register, shall receive a physical Bond. Upon delivery by DTC to the City and the Fiscal Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the transfer provisions in Section 2.06 hereof, references to "Cede & Co." in this Section 2.10 shall refer to such new nominee of DTC.

DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the City and to the Fiscal Agent during any time that the Bonds are Outstanding, and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of DTC with respect to the Bonds if it determines that DTC is unable to discharge its responsibilities with respect to the Bonds or that continuation of the system of book-entry transfer through DTC is not in the best interest of the Beneficial Owners, and the City shall mail notice of such termination to the Fiscal Agent.

Upon termination of the services of DTC as provided in the previous paragraph, and if no substitute Depository willing to undertake the functions hereunder can be found which is willing to undertake such functions upon reasonable or customary terms, or if the City determines that it is in the best interest of the Beneficial Owners of the Bonds that they be able to obtain certified Bonds, the Bonds shall no longer be restricted to being registered in the Bond register of the Fiscal Agent in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names the Owners shall designate at that time, in accordance with Section 2.06.

To the extent that the Beneficial Owners are designated as the transferee by the Owners, in accordance with Section 2.06, the Bonds will be delivered to such Beneficial Owners.

ARTICLE III

ISSUANCE OF BONDS

Section 3.01. Issuance and Delivery of 2025 Bonds. At any time after the execution of this Agreement, the City may issue the 2025 Bonds for the CFD with respect to Improvement Area No. 3 in the aggregate principal amount set forth in Section 2.01 and deliver the 2025 Bonds to the Fiscal Agent for authentication and delivery to the Original Purchaser. The Authorized Officers of the City are hereby authorized and directed to execute and deliver any and all documents and instruments necessary to cause the issuance of the 2025 Bonds in accordance with the provisions of the Act, the Resolution and this Agreement, to authorize the payment of Costs of Issuance and costs of the Project by the Fiscal Agent from the proceeds of the 2025 Bonds and to do and cause to be done any and all acts and things necessary or convenient for the timely delivery of the 2025 Bonds to the Original Purchaser. The Fiscal Agent is hereby authorized and directed to authenticate the 2025 Bonds and deliver them to the Original Purchaser, upon receipt of the purchase price for the 2025 Bonds.

Section 3.02. Pledge of Special Tax Revenues. The Bonds shall be secured by a first pledge (which pledge shall be effected in the manner and to the extent herein provided) of all of the Special Tax Revenues and all moneys deposited in the Bond Fund (including the Special Tax Prepayments Account), and, until disbursed as provided herein, in the Special Tax Fund. The Special Tax Revenues and all moneys deposited into such funds (except as otherwise provided herein) are hereby dedicated to the payment of the principal of, and interest and any premium on, the Bonds as provided herein and in the Act until all of the Bonds have been paid and retired or until moneys or Federal Securities have been set aside irrevocably for that purpose under Section 9.03.

The 2025 Bonds and all Parity Bonds shall be secured by a first pledge (which pledge shall be effected in the manner and to the extent herein provided) of all moneys deposited in the 2025 Reserve Fund. The moneys in the 2025 Reserve Fund (except as otherwise provided herein) are hereby dedicated to the payment of the principal of, and interest and any premium on, the 2025 Bonds and all Parity Bonds as provided herein and in the Act until all of the 2025 Bonds and all Parity Bonds have been paid and retired or until moneys or Federal Securities have been set aside irrevocably for that purpose under Section 9.03.

Amounts in the Improvement Fund (and the accounts therein), the Administrative Expense Fund and the Costs of Issuance Fund are not pledged to the repayment of the Bonds. The Project is not pledged to the repayment of the Bonds, nor are the proceeds of any condemnation or insurance award received by the City with respect to the Project.

Section 3.03. Limited Obligation. All obligations of the City under this Agreement and the Bonds shall not be general obligations of the City, but shall be limited obligations, payable solely from the Special Tax Revenues and the funds pledged therefor hereunder. Neither the faith and credit nor the taxing power of the City (except to the limited extent set forth herein) or of the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

Section 3.04. No Acceleration. The principal of the Bonds shall not be subject to acceleration hereunder. Nothing in this Section shall in any way prohibit the redemption of Bonds

under Section 2.03, or the defeasance of the Bonds and discharge of this Agreement under Section 9.03.

Section 3.05. Validity of Bonds. The validity of the authorization and issuance of the Bonds shall not be dependent upon the completion of the acquisition of the Project or upon the performance by any person of his obligation with respect to the Project.

Section 3.06. Parity Bonds. In addition to the 2025 Bonds, the City may issue Refunding Bonds as Parity Bonds in such principal amount as shall be determined by the City, under a Supplemental Agreement entered into by the City and the Fiscal Agent. Any such Parity Bonds shall constitute Bonds hereunder and shall be secured by a lien on the Special Tax Revenues and funds pledged for the payment of the Bonds hereunder on a parity with all other Bonds Outstanding hereunder. The City may issue such Parity Bonds subject to the following specific conditions precedent:

(A) Compliance. Following issuance of the Parity Bonds, the City shall be in compliance with all covenants set forth in this Agreement and all Supplemental Agreements, and issuance of the Parity Bonds shall not cause the City to exceed the bonded indebtedness limit of Improvement Area No. 3.

(B) Same Payment Dates. The Supplemental Agreement providing for the issuance of such Parity Bonds shall provide that interest thereon shall be payable on the Interest Payment Dates, and principal thereof shall be payable on September 1 (provided that there shall be no requirement that any Parity Bonds pay interest on a current basis).

(C) Debt Service Reserve Fund. The Supplemental Agreement providing for issuance of the Parity Bonds shall provide for a deposit to the 2025 Reserve Fund in an amount necessary such that the amount deposited therein shall equal the 2025 Reserve Requirement following issuance of the Parity Bonds.

(D) Certificates. The City shall deliver to the Fiscal Agent an Officer's Certificate certifying that the conditions precedent to the issuance of such Parity Bonds set forth in subsections (A), (B), and (C) of this Section 3.06 have been satisfied.

Nothing in this Section 3.06 shall prohibit the City from issuing any other bonds or otherwise incurring debt secured by a pledge of the Special Tax Revenues subordinate to the pledge thereof under Section 3.02 of this Agreement.

ARTICLE IV

PROCEEDS, FUNDS AND ACCOUNTS

Section 4.01. Application of 2025 Bond Proceeds. The Proceeds of the 2025 Bonds received from the Original Purchaser in the amount of $_____ (which is equal to the initial principal amount of the 2025 Bonds, *plus* an original issue premium of $_____, *less* an underwriter's discount in the amount of $_____) shall be paid to the Fiscal Agent, which shall deposit the Proceeds on the Closing Date as follows:

(i) $_____ into the Costs of Issuance Fund;

(ii) $_____ into the 2025 Reserve Fund equaling the initial 2025 Reserve Requirement;

(iii) $____ into the School Facilities Account of the Improvement Fund; and

(iv) $_____ into the Bond Proceeds Account of the Improvement Fund.

The Fiscal Agent may, in its discretion, establish a temporary fund or account to facilitate the foregoing deposits.

Section 4.02. Costs of Issuance Fund.

(A) Establishment of Costs of Issuance Fund. The Costs of Issuance Fund is hereby established as a separate fund to be held by the Fiscal Agent, to the credit of which a deposit shall be made as required by Section 4.01. Moneys in the Costs of Issuance Fund shall be held by the Fiscal Agent for the benefit of the City and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of Costs of Issuance.

(B) Disbursement. Amounts in the Costs of Issuance Fund shall be disbursed from time to time to pay Costs of Issuance, as set forth in a requisition substantially in the form of Exhibit C hereto, executed by the Finance Director, containing respective amounts to be paid to the designated payees and delivered to the Fiscal Agent. Each such requisition shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts.

(C) Investment. Moneys in the Costs of Issuance Fund shall be invested and deposited by the Fiscal Agent under Section 6.01. Interest earnings and profits resulting from such investment shall be retained by the Fiscal Agent in the Costs of Issuance Fund to be used for the purposes of such fund.

(D) Closing of Fund. The Fiscal Agent shall maintain the Costs of Issuance Fund for a period of 90 days from the Closing Date and then the Fiscal Agent shall transfer any moneys remaining therein, including any investment earnings thereon, to the Bond Proceeds Account of the Improvement Fund and used for the purposes thereof.

Section 4.03. 2025 Reserve Fund.

(A) Establishment of Fund. The 2025 Reserve Fund is hereby established as a separate fund to be held by the Fiscal Agent to the credit of which a deposit shall be made as required by Section 4.01, which deposit, as of the Closing Date, is equal to the initial 2025 Reserve Requirement with respect to the 2025 Bonds, and deposits shall be made as provided in Sections 3.06(C) and 4.05(A) and (B). Moneys in the 2025 Reserve Fund shall be held by the Fiscal Agent for the benefit of the Owners of the 2025 Bonds and any Parity Bonds as a reserve for the payment of the principal of, and interest and any premium on, the 2025 Bonds and any Parity Bonds and shall be subject to a lien in favor of the Owners of the 2025 Bonds and any Parity Bonds.

(B) Use of Reserve Fund. Except as otherwise provided in this Section, all amounts deposited in the 2025 Reserve Fund shall be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Bond Fund in the event of any deficiency at any time in the Bond Fund of the amount then required for payment of the principal of, and interest and any premium on, the 2025 Bonds and any Parity Bonds or, in accordance with the provisions of this Section, for the purpose of redeeming 2025 Bonds and any Parity Bonds from the Bond Fund. Whenever a transfer is made from the 2025 Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund for payment of the principal of, and interest and any premium on, the 2025 Bonds and any Parity Bonds, the Fiscal Agent shall provide written notice thereof to the Finance Director, specifying the amount withdrawn.

(C) Transfer of Excess of Reserve Requirement. Whenever, on or before any Interest Payment Date, or on any other date at the request of the Finance Director, the amount in the 2025 Reserve Fund exceeds the 2025 Reserve Requirement, the Fiscal Agent shall transfer an amount equal to the excess from the 2025 Reserve Fund to the Bond Fund, to be used to pay interest on the 2025 Bonds and any Parity Bonds on the next Interest Payment Date.

(D) Transfer for Rebate Purposes. Amounts in the 2025 Reserve Fund shall be withdrawn for purposes of making payment to the federal government to comply with Section 5.11, upon receipt by the Fiscal Agent of an Officer's Certificate specifying the amount to be withdrawn and to the effect that such amount is needed for rebate purposes; *provided, however,* that no amounts in the 2025 Reserve Fund shall be used for rebate unless the amount in the 2025 Reserve Fund following such withdrawal equals the 2025 Reserve Requirement.

(E) Transfer When Balance Exceeds Outstanding Bonds. Whenever the balance in the 2025 Reserve Fund exceeds the amount required to redeem or pay the Outstanding 2025 Bonds and all Outstanding Parity Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, the Fiscal Agent shall, upon the written request of the Finance Director, transfer any cash or Permitted Investments in the 2025 Reserve Fund to the Bond Fund to be applied, on the redemption date to the payment and redemption, in accordance with Section 4.04 or 2.03 and the provisions of the Supplemental Agreement related to the Parity Bonds, as applicable, of all of the

Outstanding 2025 Bonds and Outstanding Parity Bonds. In the event that the amount so transferred from the 2025 Reserve Fund to the Bond Fund exceeds the amount required to pay and redeem the Outstanding 2025 Bonds and Outstanding Parity Bonds, the balance in the 2025 Reserve Fund shall be transferred to the Finance Director to be used by the City for any lawful purpose.

Notwithstanding the provisions of the first paragraph of this Section 4.03(E), no amounts shall be transferred from the 2025 Reserve Fund under this Section 4.03(E) until after: (i) the calculation of any amounts due to the federal government under Section 5.11 and withdrawal of any such amount under Section 4.03(D) for purposes of making such payment to the federal government; and (ii) payment of any fees and expenses due to the Fiscal Agent.

(F) Transfer Upon Special Tax Prepayment. Whenever Special Taxes are prepaid and 2025 Bonds or any Parity Bonds are to be redeemed with the proceeds of such prepayment pursuant to Section 2.03(A)(iii) or a Supplemental Agreement related to any Parity Bonds, any resulting reduction in the 2025 Reserve Requirement shall be transferred on the Business Day prior to the redemption date by the Fiscal Agent to the Bond Fund to be applied to the redemption of the 2025 Bonds pursuant to Section 2.03(A)(iii) or a Supplemental Agreement related to any Parity Bonds. The Finance Director shall deliver to the Fiscal Agent an Officer's Certificate specifying any amount to be so transferred, and the Fiscal Agent may rely on any such Officer's Certificate.

(G) Investment. Moneys in the 2025 Reserve Fund shall be invested by the Fiscal Agent under Section 6.01.

(H) Qualified Reserve Account Credit Instruments. The City shall have the right at any time to direct the Fiscal Agent to release funds from the 2025 Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (i) a Qualified Reserve Account Credit Instrument, and (ii) an opinion of Bond Counsel stating that neither the release of such funds nor the acceptance of such Qualified Reserve Account Credit Instrument will cause interest on the 2025 Bonds or any Parity Bonds the interest on which is excluded from gross income of the owners thereof for federal income tax purposes to become includable in gross income for purposes of federal income taxation. Upon tender of such items to the Fiscal Agent, and upon delivery by the City to the Fiscal Agent of a written calculation of the amount permitted to be released from the 2025 Reserve Fund (upon which calculation the Fiscal Agent may conclusively rely), the Fiscal Agent shall transfer such funds from the 2025 Reserve Fund to the Bond Proceeds Account of the Improvement Fund to be used for the purposes thereof. The Fiscal Agent shall comply with all documentation relating to a Qualified Reserve Account Credit Instrument as shall be required to maintain such Qualified Reserve Account Credit Instrument in full force and effect and as shall be required to receive payments thereunder in the event and to the extent required to make any payment when and as required under this Section. Upon the scheduled expiration of any Qualified Reserve Account Credit Instrument, the City shall either (i) replace such Qualified Reserve Account Credit Instrument with a new Qualified Reserve Account Credit Instrument, or (ii) deposit or cause to be deposited with the Fiscal Agent an amount of funds equal to the 2025 Reserve Requirement, to be derived from the first available Special Tax Revenues. If the 2025 Reserve Requirement is being

maintained partially in cash and partially with a Qualified Reserve Account Credit Instrument, the cash shall be first used to meet any deficiency which may exist from time to time in the Bond Fund with respect to the 2025 Bonds and any Parity Bonds. If the 2025 Reserve Requirement is being maintained with two or more Qualified Reserve Account Credit Instruments, any draw to meet a deficiency which may exist from time to time in the Bond Fund with respect to the 2025 Bonds and any Parity Bonds shall be pro-rata with respect to each such instrument.

In the event that a Qualified Reserve Account Credit Instrument is available to be drawn upon for only one or more particular series of Bonds, a separate subaccount in the 2025 Reserve Fund may be established for such series, and the calculation of the 2025 Reserve Requirement with respect to any Bonds shall exclude the debt service on such issue of Bonds.

The City will have no obligation to replace a Qualified Reserve Account Credit Instrument or to fund the 2025 Reserve Fund with cash if, at any time that the 2025 Bonds are Outstanding, the Qualified Reserve Account Credit Instrument (or its provider) is downgraded or the provider becomes insolvent, if there is an unscheduled termination of the Qualified Reserve Account or if for any reason insufficient amounts are available to be drawn upon under the Qualified Reserve Account Credit Instrument; provided, however, that the City shall reimburse the provider, in accordance with the terms of the Qualified Reserve Account Credit Instrument, for any draws made thereon.

The City and the Fiscal Agent shall comply with the terms of the Qualified Reserve Account Credit Instrument as shall be required to receive payments thereunder in the event and to the extent required under this Section.

Section 4.04. Bond Fund.

(A) Establishment of Bond Fund. The Bond Fund is hereby established as a separate fund to be held by the Fiscal Agent to the credit of which deposits shall be made as required by Section 4.07, Section 4.05 and Section 4.03 and as otherwise set forth in this Agreement. Moneys in the Bond Fund shall be held by the Fiscal Agent for the benefit of the City and the Owners of the Bonds, and shall be disbursed for the payment of the principal of, and interest and any premium on, the Bonds as provided below.

There is also hereby created in the Bond Fund a separate account to be held by the Fiscal Agent, designated the “Special Tax Prepayments Account,” to the credit of which deposits shall be made as provided in clause (iii) of the second paragraph of Section 4.05(A).

(B) Disbursements. At least 10 Business Days before each Interest Payment Date, the Fiscal Agent shall notify the Finance Director in writing as to the principal and premium, if any, and interest due on the Bonds on the next Interest Payment Date (whether as a result of scheduled principal of and interest on the Bonds, optional redemption of the Bonds or a mandatory sinking fund redemption). On each Interest Payment Date, the Fiscal Agent shall withdraw from the Bond Fund and pay to the Owners of the Bonds the principal of, and interest and any premium, due and payable on such Interest Payment Date on the Bonds.

At least 5 Business Days prior to each Interest Payment Date, the Fiscal Agent shall determine if the amounts then on deposit in the Bond Fund are sufficient to pay the Debt Service due on the Bonds on the next Interest Payment Date. In the event that amounts in the Bond Fund are insufficient for such purpose, the Fiscal Agent promptly shall notify the Finance Director by telephone (and confirm in writing) of the amount of the insufficiency.

In the event that amounts in the Bond Fund are insufficient for the purpose set forth in the preceding paragraph with respect to any Interest Payment Date, the Fiscal Agent shall withdraw from the 2025 Reserve Fund, in accordance with the provisions of Section 4.03, to the extent of any funds or Permitted Investments therein, amounts to cover the amount of such Bond Fund insufficiency related to the 2025 Bonds and any Parity Bonds. Amounts so withdrawn from the 2025 Reserve Fund shall be deposited in the Bond Fund.

If, after the foregoing transfers, there are insufficient funds in the Bond Fund to make the payments provided for in the second sentence of the first paragraph of this Section 4.04(B), the Fiscal Agent shall apply the available funds first to the payment of interest on the Bonds, then to the payment of principal due on the Bonds other than by reason of sinking payments, if any, and then to payment of principal due on the Bonds by reason of sinking payments.

(C) Disbursements from the Special Tax Prepayments Account. Moneys in the Special Tax Prepayments Account shall be transferred by the Fiscal Agent to the Bond Fund on the next date for which notice of redemption of Bonds can timely be given under Section 2.03(A)(iii), and notice to the Fiscal Agent can timely be given under Section 2.03(B), and shall be used (together with any amounts transferred pursuant to Section 4.03(F)) to redeem Bonds on the redemption date selected in accordance with Section 2.03.

(D) Investment. Moneys in the Bond Fund and the Special Tax Prepayments Account shall be invested under Section 6.01. Interest earnings and profits resulting from such investment shall be retained in the Bond Fund.

(E) Deficiency. If at any time it appears to the Fiscal Agent that there is a danger of deficiency in the Bond Fund and that the Fiscal Agent may be unable to pay Debt Service on the Bonds in a timely manner, the Fiscal Agent shall report to the Finance Director such fact. The City covenants to increase the levy of the Special Taxes in the next Fiscal Year (subject to the maximum amount authorized by the Resolution of Formation) in accordance with the procedures set forth in the Act for the purpose of curing Bond Fund deficiencies.

(F) Excess. Any excess moneys remaining in the Bond Fund following the payment of Debt Service on the Bonds on any September 1, shall be transferred to the Special Tax Fund.

Section 4.05. Special Tax Fund.

(A) Establishment of Special Tax Fund. The Special Tax Fund is hereby established as a separate fund to be held by the Fiscal Agent, to the credit

of which the Fiscal Agent shall deposit amounts received from or on behalf of the City consisting of Special Tax Revenues and amounts transferred from the Administrative Expense Fund and the Bond Fund. The City shall promptly remit any Special Tax Revenues received by it to the Fiscal Agent for deposit by the Fiscal Agent to the Special Tax Fund.

Notwithstanding the foregoing,

(i) Special Tax Revenues in an amount not to exceed the amount included in the Special Tax levy for such Fiscal Year for Administrative Expenses shall be separately identified by the Finance Director and shall be deposited by the Fiscal Agent in the Administrative Expense Fund;

(ii) any Special Tax Revenues constituting the collection of delinquencies in payment of Special Taxes shall be separately identified by the Finance Director and shall be disposed of by the Fiscal Agent first, for transfer to the Bond Fund to pay any past due Debt Service on the Bonds; second, for transfer to the 2025 Reserve Fund to the extent needed to increase the amount then on deposit in the 2025 Reserve Fund up to the then 2025 Reserve Requirement; and third, to be held in the Special Tax Fund for use as described in Section 4.05(B) below; and

(iii) any proceeds of Special Tax Prepayments shall be separately identified by the Finance Director and shall be deposited by the Fiscal Agent as follows (as directed in writing by the Finance Director): (a) that portion of any Special Tax Prepayment constituting a prepayment of construction costs (which otherwise could have been included in the proceeds of Parity Bonds) shall be deposited by the Fiscal Agent to the Bond Proceeds Account of the Improvement Fund and (b) the remaining Special Tax Prepayment shall be deposited by the Fiscal Agent in the Special Tax Prepayments Account established pursuant to Section 4.04(A).

(B) Disbursements. At least 7 Business Days prior to each Interest Payment Date, the Fiscal Agent shall withdraw from the Special Tax Fund and transfer the following amounts in the following order of priority:

(i) to the Bond Fund an amount, taking into account any amounts then on deposit in the Bond Fund and any expected transfers from the Improvement Fund, the 2025 Reserve Fund and the Special Tax Prepayments Account to the Bond Fund such that the amount in the Bond Fund equals the principal (including any sinking payment), premium, if any, and interest due on the Bonds on such Interest Payment Date and any past due principal or interest on the Bonds not theretofore paid from a transfer described in subparagraph (ii) of the second paragraph of Section 4.05(A),

(ii) to the 2025 Reserve Fund an amount, taking into account amounts then on deposit in the 2025 Reserve Fund, such that the amount in the 2025 Reserve Fund is equal to the 2025 Reserve Requirement, and

(iii) (A) on each October 1, beginning on October 1, 2025 and continuing through the Remainder Taxes Period, all of the moneys remaining in the Special Tax Fund shall be transferred to the Remainder Taxes Account and (B) on each subsequent October 1 after the end of the Remainder Tax Period, all or a portion of the moneys remaining in the Special Tax Fund shall be transferred to the Remainder Taxes Account as directed by the Finance Director.

Within 15 days after the end of each Bond Year after the Remainder Taxes Account is closed pursuant to Section 4.07, and after the foregoing transfers have been made, the Fiscal Agent shall transfer all amounts remaining on deposit in the Special Tax Fund for any lawful purpose, as directed by the City in an Officer's Certificate.

(C) Investment. Moneys in the Special Tax Fund shall be invested and deposited by the Fiscal Agent under Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Special Tax Fund to be used for the purposes thereof.

Section 4.06. Administrative Expense Fund.

(A) Establishment of Administrative Expense Fund. The Administrative Expense Fund is hereby established as a separate fund to be held by the Fiscal Agent, to the credit of which deposits shall be made as required by Section 4.05(A). Moneys in the Administrative Expense Fund shall be held by the Fiscal Agent for the benefit of the City, and shall be disbursed as provided below.

(B) Disbursement. Amounts in the Administrative Expense Fund shall be withdrawn by the Fiscal Agent and paid to the City or its order upon receipt by the Fiscal Agent of an Officer's Certificate, in substantially the form of Exhibit D hereto, stating the amount to be withdrawn, that such amount is to be used to pay an Administrative Expense or a Cost of Issuance and the nature of such Administrative Expense or such Cost of Issuance.

Annually, on the last day of each Fiscal Year, the Fiscal Agent shall withdraw from the Administrative Expense Fund and transfer to the Special Tax Fund any amount in excess of that which is needed to pay any Administrative Expenses incurred but not yet paid, and which are not otherwise encumbered, as identified by the Finance Director in an Officer's Certificate.

(C) Investment. Moneys in the Administrative Expense Fund shall be invested by the Fiscal Agent under Section 6.01. Interest earnings and profits resulting from such investment shall be retained by the Fiscal Agent in the Administrative Expense Fund to be used for the purposes of such fund.

(D) Order of Expenditure. Proceeds of the 2025 Bonds deposited into the Administrative Expense Fund (if any) shall be spent before any other moneys in the Administrative Expense Fund.

Section 4.07. Improvement Fund.

(A) Establishment of Improvement Fund. The Improvement Fund is hereby established as a separate fund to be held by the Fiscal Agent and to the credit of which fund deposits shall be made as required by Sections 4.01, 4.02(D) and 4.05(A). The Remainder Taxes Account, the School Facilities Account and the Bond Proceeds Account are hereby established as separate accounts within the Improvement Fund to be held by the Fiscal Agent. The School Facilities Account is being established to finance the school facilities authorized pursuant to the School District Joint Community Facilities Agreement.

Moneys in the Improvement Fund shall be disbursed, except as otherwise provided in subsections (B) and (D) of this Section, for the payment or reimbursement of costs of the Project.

(B) Procedure for Disbursement. Disbursements from the Improvement Fund shall be made by the Fiscal Agent upon receipt of an Officer's Certificate substantially in the form of Exhibit B attached hereto which shall:

(i) set forth the amount required to be disbursed, the purpose for which the disbursement is to be made (which shall be for payment of a Project cost or to reimburse expenditures of the City or any other party for Project costs previously paid), and the person to which the disbursement is to be paid; and

(ii) certify that no portion of the amount then being requested to be disbursed was set forth in any Officers Certificate previously filed requesting disbursement.

Each such requisition shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts.

Disbursements for the payment or reimbursement of costs of school facilities authorized pursuant to the School District Joint Community Facilities Agreement shall be made from the School Facilities Account. The City may direct the Fiscal Agent in an Officer’s Certificate to transfer funds from the School Facilities Account to the Bond Proceeds Account at the request of the Developer.

Disbursements for the payment or reimbursement of costs of the Project other than school facilities authorized pursuant to the School District Joint Community Facilities Agreement shall be made from the Bond Proceeds Accountand the Remainder Taxes Account in the following order:

First: payments or reimbursements shall be made from the Bond Proceeds Account so long as there are moneys available therein and such costs can be paid from Bond proceeds without violating the covenants set forth in Sections 5.09-5.14 and

Second: payments or reimbursements shall be made from the Remainder Taxes Account (1) even if Bond proceeds remain in the Bond Proceeds Account, if such payment or reimbursement would violate the covenants set forth in Sections 5.09-5.14 and (2) when no Bond proceeds remain in the Bond Proceeds Account.

At the direction of the Finance Director, and so long as such amounts have not been previously approved for payment of a Project cost, the Fiscal Agent shall transfer amounts from the Remainder Taxes Account to the Bond Fund to pay Debt Service on the Bonds, Administrative Expense Fund to pay Administrative Expenses and 2025 Reserve Fund to increase the amount therein to the 2025 Reserve Requirement.

(C) Investment. Moneys in the Improvement Fund shall be invested in accordance with Section 6.01. Interest earnings and profits from such investment shall be retained in the Improvement Fund to be used for the purpose of such fund.

(D) Closing of Fund. The School Facilities Account shall be closed when no funds remain in the School Facilities Account. When the City believes that the school facilities authorized pursuant to the School District Joint Community Facilities Agreement have been completed, it shall provide a written notice to the Developer that the City believes the school facilities have been completed and that the School Facilities Account should be closed. The Developer shall have 30 days after receipt of such notice to dispute the City's finding or to concur that the school facilities are complete. If the Developer concurs that the school facilities are complete complete, or fails to respond to the notice by the end of the 30-day period, the City may file an Officer's Certificate directing the Fiscal Agent to transfer the moneys in the School Facilities Account to the Bond Proceeds Fund and close the School Facilities Account. If the Bond Proceeds Account is closed before the School Facilities Account is closed, then the City shall direct the Fiscal Agent in an Officer's Certificate to transfer the remaining amounts in the School Facilities Account to the Bond Fund for application to Debt Service payments due on the next succeeding Interest Payment Date and the School Facilities Account shall be closed. Moneys transferred from the School Facilities Account to the Bond Fund shall be used to pay Debt Service on the Bonds in the manner specified by the City in an Officer's Certificate.

When the City believes that the Project has been completed, it shall provide a written notice to the Developer that the City believes the Project has been completed and that the Bond Proceeds Account and Remainder Taxes Account should be closed. The Developer shall have 30 days after receipt of such notice to dispute the City's finding or to concur that the Project is complete. If the Developer concurs that the Project is complete, or fails to respond to the notice by the end of the 30-day period, the City may file an Officer's Certificate directing the Fiscal Agent to close the Bond Proceeds Account and Remainder Taxes Account.

Upon the filing of an Officer's Certificate stating that the Project has been completed and that all costs of the Project have been paid or are not required to be paid from the Bond Proceeds Account and Remainder Taxes Account, the Fiscal Agent shall transfer the amount, if any, remaining in the Bond Proceeds Account and Remainder Taxes Account to the Bond Fund for application to Debt Service payments due on the next succeeding Interest Payment Date and the Improvement Fund, Bond Proceeds Account and Remainder Taxes Account shall be closed. Moneys transferred from the Bond Proceeds Account and Remainder Taxes Account to the Bond Fund shall be used to pay Debt Service on the Bonds in the manner specified by the City in an Officer's Certificate.

ARTICLE V

COVENANTS

Section 5.01. Collection of Special Tax Revenues. The City shall comply with all requirements of the Act so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of delinquent Special Taxes.

(A) Processing. On or within five (5) Business Days of each June 1, the Fiscal Agent shall provide the Finance Director with a notice stating (i) the amount then on deposit in the Bond Fund and the 2025 Reserve Fund, and (ii) if the amount in the 2025 Reserve Fund is less than the 2025 Reserve Requirement, informing the City that replenishment of the 2025 Reserve Fund is necessary. The receipt of or failure to receive such notice by the Finance Director shall in no way affect the obligations of the Finance Director under the following two paragraphs and the Fiscal Agent shall not be liable for failure to provide such notices to the Finance Director. Upon receipt of such notice, the Finance Director shall communicate with the Auditor to ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits or combinations during the preceding and then current year.

(B) Levy. The Finance Director shall effect the levy of the Special Taxes each Fiscal Year in accordance with the Ordinance by each August 1 that the Bonds are outstanding, or otherwise such that the computation of the levy is complete before the final date on which Auditor will accept the transmission of the Special Tax amounts for the parcels within Improvement Area No. 3 for inclusion on the next real property tax roll. Upon the completion of the computation of the amounts of the levy, the Finance Director shall prepare or cause to be prepared, and shall transmit to the Auditor, such data as the Auditor requires to include the levy of the Special Taxes on the next real property tax roll.

(C) Computation. The Finance Director shall fix and levy the amount of Special Taxes within Improvement Area No. 3 required to pay the following amounts, taking into account the balances in the applicable funds established under this Agreement: (i) the principal of and interest on any outstanding Bonds of the CFD with respect to Improvement Area No. 3 becoming due and payable during the ensuing calendar year, (ii) any necessary replenishment or expenditure of the 2025 Reserve Fund, to the extent such replenishment has not been included in the computation of the Special Taxes in a previous Fiscal Year, (iii) the Administrative Expenses, including amounts necessary to discharge any rebate obligation, during such year, (iv) an amount to cure delinquencies in the payment of principal or interest on Bonds that occurred in the previous Fiscal Year, and (v) any Project costs to be paid from Special Taxes to the extent that paying for such costs does not increase the Special Taxes levied on Undeveloped Property (as defined in the Rate and Method). During the Remainder Taxes Period, the Finance Director shall fix and levy the Special Taxes at the Maximum Special Tax rate on Developed Property before considering any Capitalized Interest (as those terms are defined in the Rate and Method). The Special Taxes so levied shall not exceed

the authorized amounts as provided in the proceedings under the Resolution of Formation.

(D) Collection. Except as set forth in the Ordinance, Special Taxes shall be payable and be collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable, and have the same priority, become delinquent at the same time and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the ad valorem taxes on real property.

Section 5.02. Covenant to Foreclose. Under the Act, the City hereby covenants with and for the benefit of the Owners of the Bonds that it will order, and cause to be commenced as hereinafter provided, and thereafter diligently prosecute to judgment (unless such delinquency is theretofore brought current), an action in the superior court to foreclose the lien of any Special Tax or installment thereof not paid when due as provided in the following two paragraphs. The Finance Director shall notify the City Attorney of any such delinquency of which the Finance Director is aware, and the City Attorney shall commence, or cause to be commenced, such proceedings.

On or about June 30 of each Fiscal Year, the Finance Director shall compare the amount of Special Taxes theretofore levied in Improvement Area No. 3 to the amount of Special Tax Revenues theretofore received by the City, and:

(A) Individual Delinquencies. If the Finance Director determines that any single parcel subject to the Special Tax in Improvement Area No. 3 is delinquent in the payment of four or more installments of Special Taxes, then the Finance Director shall send or cause to be sent a notice of delinquency (and a demand for immediate payment thereof) to the property owner within 45 days of such determination, and (if the delinquency remains uncured) foreclosure proceedings shall be commenced by the City within 90 days of such determination. Notwithstanding the foregoing, the Finance Director may defer any such actions with respect to a delinquent parcel if (1) Improvement Area No. 3 is then participating in the Alternative Method of Distribution of Tax Levies and Collections described in Revenue & Taxation Code Section 4701 et seq., or an equivalent procedure and (2) the amount in the 2025 Reserve Fund is at least equal to the 2025 Reserve Requirement.

(B) Aggregate Delinquencies. If the Finance Director determines that (i) the total amount of delinquent Special Tax for the prior Fiscal Year for the entire Improvement Area No. 3 (including the total of delinquencies under subsection (A) above), exceeds 5% of the total Special Tax due and payable for the prior Fiscal Year, determined by reference to the latest available secured property tax roll of the County, the Finance Director shall notify or cause to be notified property owners who are then delinquent in the payment of Special Taxes (and demand immediate payment of the delinquency) within 45 days of such determination, and shall commence foreclosure proceedings within 90 days of such determination against each parcel of land in Improvement Area No. 3 with a Special Tax delinquency.

The Finance Director and the City Attorney, as applicable, are hereby authorized to employ counsel to conduct any such foreclosure proceedings. The fees and expenses of any such counsel (including a charge for City staff time) in conducting foreclosure proceedings shall be an Administrative Expense hereunder.

Section 5.03. Punctual Payment. The City will punctually pay or cause to be paid the principal of, and interest and any premium on, the Bonds when and as due in strict conformity with the terms of this Agreement and any Supplemental Agreement, and it will faithfully observe and perform all of the conditions covenants and requirements of this Agreement and all Supplemental Agreements and of the Bonds.

Section 5.04. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the City shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and shall not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the City, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 5.05. Against Encumbrances. The City will not encumber, pledge or place any charge or lien upon any of the Special Tax Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, or their Owners, except as permitted by this Agreement.

Section 5.06. Books and Records.

(A) City. The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the Special Tax Revenues. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Fiscal Agent (who shall have no duty to inspect) and the Owners of not less than 10% of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

(B) Fiscal Agent. The Fiscal Agent will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions made by it relating to the expenditure of amounts disbursed from the funds, and, if any, accounts in such funds held by the Fiscal Agent hereunder. Such books of record and accounts shall at all times during business hours be subject to the inspection of the City and the Owners of not less than 10% of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing upon reasonable prior notice.

Section 5.07. Protection of Security and Rights of Owners. The City will preserve and protect the security of the Bonds and the rights of the Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

Section 5.08. Further Assurances. The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for the better assuring and confirming unto the Owners of the rights and benefits provided in this Agreement.

Section 5.09. Private Activity Bond Limitations. The City shall assure that the proceeds of the 2025 Bonds are not so used as to cause the 2025 Bonds to satisfy the private business tests of section 141(b) of the Tax Code or the private loan financing test of section 141(c) of the Code.

Section 5.10. Federal Guarantee Prohibition. The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the 2025 Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

Section 5.11. Rebate Requirement. The City shall take any and all actions necessary to assure compliance with section 148(f) of the Tax Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the 2025 Bonds. The Finance Director shall take note of any investment of monies hereunder in excess of the yield on the 2025 Bonds, and shall take such actions as are necessary to ensure compliance with this Section 5.11, such as increasing the portion of the Special Tax levy for Administrative Expenses as appropriate to have funds available in the Administrative Expense Fund to satisfy any rebate liability under this Section. If necessary to satisfy its obligations under this Section 5.11, the City may use:

(A) Amounts in the 2025 Reserve Fund if the amount on deposit in the 2025 Reserve Fund, following the proposed transfer, is at least equal to the 2025 Reserve Requirement;

(B) Amounts on deposit in the Administrative Expense Fund; and

(C) Any other funds available to the City, including amounts advanced by the City, in its sole discretion, to be repaid as soon as practicable from amounts described in the preceding clauses (A) and (B).

Section 5.12. No Arbitrage. The City shall not take, or permit or suffer to be taken by the Fiscal Agent or otherwise, any action with respect to the proceeds of the 2025 Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the 2025 Bonds would have caused the 2025 Bonds to be "arbitrage bonds" within the meaning of section 148 of the Tax Code.

Section 5.13. Yield of the 2025 Bonds. In determining the yield of the 2025 Bonds to comply with Sections 5.11 and 5.12, the City will take into account redemption (including premium, if any) in advance of maturity based on the reasonable expectations of the City, as of the Closing Date, regarding prepayments of Special Taxes and use of prepayments for redemption of the 2025 Bonds, without regard to whether or not prepayments are received or 2025 Bonds redeemed.

Section 5.14. Maintenance of Tax-Exemption; Record Retention; Compliance with Tax Certificates. The City shall take all actions necessary to assure the exclusion of interest on the 2025 Bonds from the gross income of the Owners of the 2025 Bonds to the same extent as

such interest is permitted to be excluded from gross income under the Tax Code as in effect on the date of issuance of the 2025 Bonds.

The City will retain its records of all accounting and monitoring it carries out with respect to the 2025 Bonds for at least 3 years after the 2025 Bonds mature or are redeemed (whichever is earlier); however, if the 2025 Bonds are redeemed and refunded, the City will retain its records of accounting and monitoring at least 3 years after the earlier of the maturity or redemption of the obligations that refunded the 2025 Bonds.

The City will comply with the provisions of the Certificate as to Arbitrage and the Certificate Regarding Use of Proceeds with respect to the 2025 Bonds. The covenants of this paragraph will survive payment in full or defeasance of the 2025 Bonds.

Section 5.15. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Agreement, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered an event of default for the purposes of this Agreement. However, any Owner or Beneficial Owner of the 2025 Bonds may take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

One or more owners of the real property in Improvement Area No. 3 as of the Closing Date may also have executed a continuing disclosure agreement for the benefit of the Bondowners and Beneficial Owners of the 2025 Bonds. Any Participating Underwriter or Bondowner or Beneficial Owner may take such actions as may be necessary and appropriate directly against any such landowner to compel performance by it of its obligations thereunder, including seeking mandate or specific performance by court order; however the City shall have no obligation whatsoever to enforce any obligations under any such agreement.

Section 5.16. Limits on Special Tax Waivers and Bond Tenders. The City covenants not to exercise its rights under the Act to waive delinquency and redemption penalties related to the Special Taxes or to declare a Special Tax penalties amnesty program if to do so would materially and adversely affect the interests of the Owners of the Bonds and further covenants not to permit the tender of Bonds in payment of any Special Taxes except upon receipt of a certificate of an Independent Financial Consultant that to accept such tender will not result in the City having insufficient Special Tax Revenues to pay the principal of and interest on the Bonds and any Parity Bonds remaining Outstanding following such tender.

Section 5.17. City Bid at Foreclosure Sale. The City will not bid at a foreclosure sale of property in respect of delinquent Special Taxes, unless it expressly agrees to take the property subject to the lien for Special Taxes imposed by the City and that the Special Taxes levied on the property are payable while the City owns the property.

Section 5.18. Amendment of Rate and Method.

(A) General. The City shall not initiate proceedings under the Act to modify the Rate and Method if such modification would adversely affect the security for the Bonds. If an initiative is adopted that purports to modify the Rate and Method in a manner that would adversely affect the security for the Bonds, the City shall, to the extent permitted by law, commence and pursue reasonable legal actions to prevent the modification of the Rate and Method in a manner that would adversely affect the security for the Bonds.

(B) Exception. Notwithstanding clause (A) of this section, the City may initiate proceedings to reduce the maximum Special Tax rates under the Rate and Method, if, in connection therewith: (i) the City receives a certificate from one or more Independent Financial Consultants which, when taken together, certify that, on the basis of the parcels of land and improvements existing in Improvement Area No. 3 as of the July 1 preceding the reduction, the maximum amount of the Special Tax which may be levied on then-existing Taxable Property (as such term is defined in the Rate and Method) in each Bond Year for any Bonds and Parity Bonds Outstanding will equal at least the sum of the estimated Administrative Expenses and 110% of the Debt Service in each Bond Year on all Bonds and Parity Bonds to remain Outstanding after the reduction is approved; (ii) the reduction does not adversely affect the financing of the Project and (iii) the City is not delinquent in the payment of the principal of or interest on the Bonds or any Parity Bonds. For purposes of estimating Administrative Expenses for the foregoing calculation, the Independent Financial Consultants will compute the Administrative Expenses for the current Fiscal Year and escalate such amounts by 2% in each subsequent Fiscal Year.

Section 5.19. Determination of Required Coverage. The City hereby determines that Required Coverage (as that term is defined in the Rate and Method) for each Fiscal Year is 110% of (A) the total Annual Debt Service of the then Outstanding Bonds for the Bond Year that commences in such Fiscal Year and (B) estimated Administrative Expenses for such Fiscal Year"?

ARTICLE VI

INVESTMENTS; LIABILITY OF THE CITY

Section 6.01. Deposit and Investment of Moneys in Funds.

(A) General. Moneys in any fund or account created or established by this Agreement and held by the Fiscal Agent shall be invested by the Fiscal Agent in Permitted Investments, which in any event by their terms mature prior to the date on which such moneys are required to be paid out hereunder, as directed pursuant to an Officer's Certificate filed with the Fiscal Agent at least two Business Days in advance of the making of such investments. In the absence of any such Officer's Certificate, the Fiscal Agent shall hold such funds uninvested. The Finance Director shall make note of any investment of funds hereunder in excess of the yield on the Bonds so that appropriate actions can be taken to assure compliance with Section 5.11. Interest earnings on moneys invested in each fund or account created or established by this Agreement shall be credited to such fund or account, unless otherwise required by this Agreement.

(B) Moneys in Funds. Moneys in any fund or account created or established by this Agreement and held by the Finance Director shall be invested by the Finance Director in any Permitted Investment or in any other lawful investment for City funds, which in any event by its terms matures prior to the date on which such moneys are required to be paid out hereunder. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account, subject, however, to the requirements of this Agreement for transfer of interest earnings and profits resulting from investment of amounts in funds and accounts. Whenever in this Agreement any moneys are required to be transferred by the City to the Fiscal Agent, such transfer may be accomplished by transferring a like amount of Permitted Investments.

(C) Actions of Officials. The Fiscal Agent and its affiliates or the Finance Director may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. Neither the Fiscal Agent nor the Finance Director shall incur any liability for losses arising from any investments made pursuant to this Section. The Fiscal Agent shall not be required to determine the legality of any investments.

(D) Valuation of Investments. Except as otherwise provided in the next sentence, all investments of amounts deposited in any fund or account created by or pursuant to this Agreement, or otherwise containing gross proceeds of the Bonds (within the meaning of section 148 of the Tax Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Agreement or the Tax Code) at Fair Market Value. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under the applicable provisions of the Tax Code and (unless valuation is undertaken at least annually) investments in the subaccounts within the 2025 Reserve Fund shall be valued at their present value (within the meaning of section 148 of the Tax Code). The Fiscal Agent shall not be liable for verification of the application of such sections of the Tax Code or for any determination of Fair Market Value or present value and may conclusively rely upon an Officer's Certificate as to such valuations.

(E) Commingled Money. Investments in any and all funds and accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the Fiscal Agent or the Finance

Director hereunder, provided that the Fiscal Agent or the Finance Director, as applicable, shall at all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in this Agreement.

(F) Confirmations Waiver. The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City the right to receive brokerage confirmations of security transactions as they occur, the City specifically waives receipt of such confirmations to the extent permitted by law. The Fiscal Agent will furnish the City periodic cash transaction statements which shall include detail for all investment transactions made by the Fiscal Agent hereunder.

(G) Sale of Investments. The Fiscal Agent or the Finance Director, as applicable, shall sell at Fair Market Value, or present for redemption, any investment security whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such investment security is credited and neither the Fiscal Agent nor the Finance Director shall be liable or responsible for any loss resulting from the acquisition or disposition of such investment security in accordance herewith.

Section 6.02. Liability of City.

(A) General. The City shall not incur any responsibility or liability in respect of the Bonds or this Agreement other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements of the Fiscal Agent herein or of any of the documents executed by the Fiscal Agent in connection with the Bonds, or as to the existence of a default or event of default thereunder.

(B) Reliance. In the absence of bad faith, the City, including the Finance Director, may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City by the Fiscal Agent or an Independent Financial Consultant and conforming to the requirements of this Agreement. The City, including the Finance Director, shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts. The City may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel, who may be the City Attorney, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

(C) No General Liability. No provision of this Agreement shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Special Tax Revenues) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(D) Owner of Bonds. The City shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto satisfactorily established, if disputed.

Section 6.03. Employment of Agents by City. In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations and directions of such persons or entities.

ARTICLE VII

THE FISCAL AGENT

Section 7.01. The Fiscal Agent.

(A) Appointment. The Fiscal Agent is hereby appointed as the fiscal, authentication, paying and transfer agent hereunder for the Bonds. The Fiscal Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, and no implied duties, covenants or obligations shall be read into this Agreement against the Fiscal Agent.

(B) Merger. Any company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under the following paragraph of this Section 7.01 shall be the successor to such Fiscal Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding. The Fiscal Agent shall give the Finance Director written notice of any such succession hereunder.

(C) Removal. Upon 30 days written notice, the City may remove the Fiscal Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank, national banking association or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least $50,000,000, and subject to supervision or examination by federal or state authority. If such bank, national banking association or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 7.01, combined capital and surplus of such bank, national banking association or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(D) Resignation. The Fiscal Agent may at any time resign by giving written notice to the City by certified mail return receipt requested, and by giving to the Owners notice by mail of such resignation. Upon receiving notice of such resignation, the City shall promptly appoint a successor Fiscal Agent by an instrument in writing. Any resignation or removal of the Fiscal Agent shall become effective upon acceptance of appointment by the successor Fiscal Agent.

(E) No Successor. If no appointment of a successor Fiscal Agent shall be made pursuant to the foregoing provisions of this Section 7.01 within 45 days after the Fiscal Agent shall have given to the City written notice or after a vacancy in the office of the Fiscal Agent shall have occurred by reason of its inability to act, the Fiscal Agent, at the expense of the City, or any Owner may apply to any court of competent jurisdiction to appoint a successor Fiscal Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Fiscal Agent.

(F) Court Order. If, by reason of the judgment of any court, the Fiscal Agent is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the Fiscal Agent hereunder shall be assumed by and vest in the Finance Director of the City in trust for the benefit of the Owners. The City covenants for the direct benefit of the Owners that its

Finance Director in such case shall be vested with all of the rights and powers of the Fiscal Agent hereunder, and shall assume all of the responsibilities and perform all of the duties of the Fiscal Agent hereunder, in trust for the benefit of the Owners of the Bonds.

Section 7.02. Liability of Fiscal Agent.

(A) General. The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the City, and the Fiscal Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Agreement or of the Bonds, nor shall the Fiscal Agent incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Fiscal Agent assumes no responsibility or liability for any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds. All indemnifications and releases from liability granted to the Fiscal Agent hereunder shall extend to the directors, officers and employees of the Fiscal Agent.

The Fiscal Agent shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay ("unavoidable delay") in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Fiscal Agent.

(B) Reliance. The Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates, documents, written instructions or opinions furnished to the Fiscal Agent and conforming to the requirements of this Agreement; but in the case of any such certificates, documents, written instructions or opinions by which any provision hereof are specifically required to be furnished to the Fiscal Agent, the Fiscal Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement. Except as provided above in this paragraph, the Fiscal Agent shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in accordance with the terms of this Agreement, upon any resolution, order, notice, request, consent or waiver, certificate, statement, affidavit, facsimile transmission, electronic mail, or other paper or document which it shall reasonably believe to be genuine and to have been adopted or signed by the proper person or to have been prepared and furnished pursuant to any provision of this Agreement, and the Fiscal Agent shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

(C) No Duty to Inquire. The Fiscal Agent shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements of the City or the CFD herein or of any of the documents executed by the City or the CFD in connection with the Bonds, or as to the existence of a default or event of default thereunder.

(D) Errors in Judgment. The Fiscal Agent shall not be liable for any error of judgment made in good faith by a responsible officer of the Fiscal Agent unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts.

(E) No Expenditures. No provision of this Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(F) No Action. The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of any of the Owners under this Agreement unless such Owners shall have offered to the Fiscal Agent security or indemnity reasonably satisfactory to the Fiscal Agent against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

(G) Owner of Bonds. The Fiscal Agent may become the owner of the Bonds with the same rights it would have if it were not the Fiscal Agent.

Section 7.03. Information; Books and Accounts. The Fiscal Agent shall provide to the City such information relating to the Bonds and the funds and accounts maintained by the Fiscal Agent hereunder as the City shall reasonably request, including but not limited to monthly statements reporting funds held and transactions by the Fiscal Agent, including the value of any investments held by the Fiscal Agent. The Fiscal Agent will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Bond Fund, the Special Tax Fund, the 2025 Reserve Fund, the Improvement Fund and the Cost of Issuance Fund. Such books of record and accounts shall, upon reasonable notice, during business hours be subject to the inspection of the City and the Owners of not less than 10% of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

Section 7.04. Notice to Fiscal Agent. The Fiscal Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, facsimile transmission, electronic mail, written instructions, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Fiscal Agent may consult with counsel, who may be the City Attorney, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in accordance therewith.

The Fiscal Agent shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto satisfactorily established, if disputed.

Whenever in the administration of its duties under this Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Fiscal Agent, be deemed to be conclusively proved and established by an Officer's Certificate of the City, and such certificate shall be full warrant to the Fiscal Agent for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its

discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The Fiscal Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Fiscal Agent, or another method or system specified by the Fiscal Agent as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Fiscal Agent an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Fiscal Agent Instructions using Electronic Means and the Fiscal Agent in its discretion elects to act upon such Instructions, the Fiscal Agent's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Fiscal Agent cannot determine the identity of the actual sender of such Instructions and that the Fiscal Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Fiscal Agent have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Fiscal Agent and that the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Fiscal Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Fiscal Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Fiscal Agent, including without limitation the risk of the Fiscal Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Fiscal Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Fiscal Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

The Fiscal Agent shall not be concerned with or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

The Fiscal Agent may execute any of the duties or powers hereof and perform the duties required of it hereunder either directly or by or through attorneys or agents, shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder, and shall be entitled to rely on advice of counsel concerning all matters of its duty hereunder.

The permissive right of the Fiscal Agent to do things enumerated in this Agreement shall not be construed as a duty and it shall not be answerable for such actions other than as a result of its negligence or willful misconduct.

In no event shall the Fiscal Agent be responsible or liable for special, incirect, consequential, punitive or incidental loss or damage of any kind whatsoever (including, but not

limited to, loss of profit) irrespective of whether the Fiscal Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

Section 7.05. Compensation, Indemnification. The City shall pay to the Fiscal Agent from time to time reasonable compensation for all services rendered as Fiscal Agent under this Agreement, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys (including the allocated costs of in-house attorneys), agents and employees, incurred in and about the performance of their powers and duties under this Agreement, but the Fiscal Agent shall not have a lien therefor on any funds at any time held by it under this Agreement. The City further agrees, to the extent permitted by applicable law, to indemnify and save the Fiscal Agent, its officers, employees, directors and agents harmless against any liabilities, costs, claims or expenses, including fees and expenses of its attorneys, which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or willful misconduct as finally adjudicated by a court of competent jurisdiction. The obligations of the City under this Section shall survive resignation or removal of the Fiscal Agent under this Agreement, and payment of the Bonds and discharge of this Agreement, but any monetary obligation of the City arising under this Section shall be limited solely to amounts on deposit in the Administrative Expense Fund.

ARTICLE VIII

MODIFICATION OR AMENDMENT

Section 8.01. Amendments Permitted.

(A) With Consent. This Agreement and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Agreement pursuant to the affirmative vote at a meeting of Owners, or with the written consent without a meeting, of the Owners of at least 60% in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 8.04. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the City of any pledge or lien upon the Special Taxes superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by the Act, the laws of the State of California or this Agreement), or reduce the percentage of Bonds required for the amendment hereof.

(B) Without Consent. This Agreement and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Agreement, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City herein, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(ii) to make modifications not adversely affecting any Outstanding Bonds in any material respect;

(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Agreement, or in regard to questions arising under this Agreement, as the City and the Fiscal Agent may deem necessary or desirable and not inconsistent with this Agreement, and which shall not adversely affect the rights of the Owners of the Bonds;

(iv) to make such additions, deletions or modifications as may be necessary or desirable to assure exclusion from gross income for federal income tax purposes of interest on the Bonds;

(v) in connection with the issuance of any Parity Bonds under and pursuant to Section 3.06; and

(vi) to amend the provisions related to the use of Remainder Taxes.

(C) Fiscal Agent's Consent. Any amendment of this Agreement may not modify any of the rights or obligations of the Fiscal Agent without its written consent. The Fiscal Agent shall be furnished an opinion of counsel that any such Supplemental Agreement entered into by the

City and the Fiscal Agent complies with the provisions of this Section 8.01 and the Fiscal Agent may conclusively rely on such opinion and shall be absolutely protected in so relying.

Section 8.02. Owners' Meetings. The City may at any time call a meeting of the Owners. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof and to fix and adopt rules and regulations for the conduct of said meeting.

Section 8.03. Procedure for Amendment with Written Consent of Owners. The City and the Fiscal Agent may at any time adopt a Supplemental Agreement amending the provisions of the Bonds or of this Agreement or any Supplemental Agreement, to the extent that such amendment is permitted by Section 8.01(A), to take effect when and as provided in this Section 8.03. A copy of such Supplemental Agreement, together with a request to Owners for their consent thereto, shall be mailed by first class mail, by the Fiscal Agent, at the expense of the City, to each Owner of Bonds Outstanding, but failure to mail copies of such Supplemental Agreement and request shall not affect the validity of the Supplemental Agreement when assented to as in this Section 8.03 provided.

Such Supplemental Agreement shall not become effective unless there shall be filed with the Fiscal Agent the written consents of the Owners of at least 60% in aggregate principal amount of the Bonds then Outstanding (exclusive of Bonds disqualified as provided in Section 8.04) and a notice shall have been mailed as hereinafter in this Section 8.03 provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 9.04. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Fiscal Agent prior to the date when the notice hereinafter in this Section 8.03 provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Agreement, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section 8.03 for the mailing of the Supplemental Agreement, stating in substance that the Supplemental Agreement has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section 8.03 (but failure to mail copies of said notice shall not affect the validity of the Supplemental Agreement or consents thereto). Proof of the mailing of such notice shall be filed with the Fiscal Agent. A record, consisting of the papers required by this Section 8.03 to be filed with the Fiscal Agent, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Agreement shall become effective upon the filing with the Fiscal Agent of the proof of mailing of such notice, and the Supplemental Agreement shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of 60 days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such 60-day period.

Section 8.04. Disqualified Bonds. Bonds owned or held for the account of the City, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds provided for in this Article VIII, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Article VIII. Upon request of the Fiscal Agent, the City shall specify in a certificate to the

Fiscal Agent those Bonds disqualified pursuant to this Section and the Fiscal Agent may conclusively rely on such certificate.

Section 8.05. Effect of Supplemental Agreement. From and after the time any Supplemental Agreement becomes effective under this Article VIII, this Agreement shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations under this Agreement of the City, the Fiscal Agent and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Agreement shall be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments. The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article VIII shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and upon presentation of his Bond for that purpose at the Principal Office of the Fiscal Agent or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the Principal Office of the Fiscal Agent without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 8.07. Amendatory Endorsement of Bonds. The provisions of this Article VIII shall not prevent any Owner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties. Nothing in this Agreement, expressed or implied, is intended to give to any person other than the City, the Fiscal Agent and the Owners, any right, remedy, claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Fiscal Agent.

Section 9.02. Successor and Predecessor. Whenever in this Agreement or any Supplemental Agreement either the City or the Fiscal Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the City or the Fiscal Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Discharge of Agreement. The City may pay and discharge the entire indebtedness on all or a portion of the Bonds Outstanding in any one or more of the following ways:

(A) by paying or causing to be paid the principal of, and interest and any premium on, all or a portion of such Bonds Outstanding, as and when the same become due and payable;

(B) by depositing with the Fiscal Agent, in trust, at or before maturity, money which, together with the amounts then on deposit in the funds and accounts provided for in the Bond Fund and the 2025 Reserve Fund hereof, is fully sufficient to pay all or a portion of such Bonds Outstanding, including all principal, interest and redemption premiums; or

(C) by irrevocably depositing with the Fiscal Agent, in trust, cash and/or Federal Securities in such amount as the City shall determine, as confirmed by an independent certified public accountant, will, together with the interest to accrue thereon and moneys then on deposit in the fund and accounts provided for in the Bond Fund and the 2025 Reserve Fund (to the extent invested in Federal Securities), be fully sufficient to pay and discharge the indebtedness on such Bonds Outstanding (including all principal, interest and redemption premiums) at or before their respective maturity dates.

If the City shall have taken any of the actions specified in (A), (B) or (C) above, and if such Bonds are to be redeemed prior to the maturity thereof and notice of such redemption shall have been given as in this Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, then, at the election of the City, and notwithstanding that any such Bonds shall not have been surrendered for payment, the pledge of the Special Taxes and other funds provided for in this Agreement and all other obligations of the City under this Agreement with respect to such Bonds Outstanding shall cease and terminate. Notice of such election shall be filed with the Fiscal Agent.

Notwithstanding the foregoing, the following obligations and pledges of the City shall continue in any event: (i) the obligation of the City to pay or cause to be paid to the Owners of such Bonds not so surrendered and paid all sums due thereon, (ii) the obligation of the City to pay amounts owing to the Fiscal Agent pursuant to Section 7.05, and (iii) the obligation of the City to assure that no action is taken or failed to be taken if such action or failure adversely affects the exclusion of interest on such Bonds from gross income for federal income tax purposes.

Upon compliance by the City with the foregoing with respect to all such Bonds Outstanding, any funds held by the Fiscal Agent after payment of all fees and expenses of the Fiscal Agent, which are not required for the purposes of the preceding paragraph, shall be paid over to the City and any Special Taxes thereafter received by the City shall not be remitted to the Fiscal Agent but shall be retained by the City to be used for any purpose permitted under the Act and the Resolution of Formation.

Section 9.04. Execution of Documents and Proof of Ownership by Owners. Any request, declaration, consent or other instrument which this Agreement may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration, consent or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the registration books maintained by the Fiscal Agent under Section 2.07.

Any request, declaration, consent or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Fiscal Agent in good faith and in accordance therewith.

Section 9.05. Waiver of Personal Liability. No member, officer, agent or employee of the City shall be individually or personally liable for the payment of the principal of or interest or any premium on the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.06. Notices to and Demands on City and Fiscal Agent. Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Fiscal Agent to or on the City may be given or served by facsimile transmission receipt of which has been confirmed or by being deposited postage prepaid in a post office letter box addressed (until another address is filed by the City with the Fiscal Agent) as follows:

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
Fax: (209) 835-1113
Attention: Finance Director

Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the City to or on the Fiscal Agent may be given or served by facsimile transmission receipt of which has been confirmed or by being deposited postage prepaid in a post office letter box addressed (until another address is filed by the Fiscal Agent with the City) as follows:

U.S. Bank Trust Company, National Association
One California Street, Suite 1000
San Francisco, CA 94111
Attn: Global Corporate Trust Services

Section 9.07. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held by a court of competent jurisdiction to be illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement.

Section 9.08. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Fiscal Agent in trust for the payment and discharge of the principal of, and the interest and any premium on, the Bonds which remains unclaimed for two (2) years after the date when the payment of such principal, interest and premium have become payable, if such moneys were held by the Fiscal Agent at such date, shall be repaid by the Fiscal Agent to the City as its absolute property free from any trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Owners of such Bonds shall look only to the City for the payment of the principal of, and interest and any premium on, such Bonds. Any right of any Owner to look to the City for such payment shall survive only so long as required under applicable law.

Section 9.09. Applicable Law. This Agreement shall be governed by and enforced in accordance with the laws of the State applicable to contracts made and performed in the State.

Section 9.10. Conflict with Act. In the event of a conflict between any provision of this Agreement with any provision of the Act as in effect on the Closing Date, the provision of the Act shall prevail over the conflicting provision of this Agreement.

Section 9.11. Conclusive Evidence of Regularity. Bonds issued under this Agreement shall constitute conclusive evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the Special Taxes.

Section 9.12. Payment on Business Day. In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds, or the date fixed for redemption of any Bonds, or the date any action is to be taken under this Agreement, is other than a Business Day, the payment of interest or principal (and premium, if any) or the action shall be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 9.13. State Reporting Requirements. In addition to Section 5.15, the following requirements shall apply to the Bonds:

(A) Annual Reporting. Not later than October 30 of each calendar year, beginning with the October 30 first succeeding the date of the 2025 Bonds, and in each calendar year thereafter until the October 30 following the final maturity of the Bonds, the Finance Director shall cause the information required by California Government Code Section 53359.5(b) to be supplied to CDIAC. The annual reporting shall be made using such form or forms as may be prescribed by CDIAC.

(B) Other Reporting. If at any time the Fiscal Agent fails to pay principal and interest due on any scheduled payment date for the Bonds due to insufficiency of funds on deposit in the Bond Fund, or if funds are withdrawn from the 2025 Reserve Fund to pay principal and interest on the Bonds so as to reduce the amount in the 2025 Reserve Fund to less than the 2025 Reserve Requirement, the Fiscal Agent shall notify the Finance Director of such failure or withdrawal in writing. The Finance Director shall notify CDIAC and the Original Purchasers of such failure or withdrawal within 10 days of such failure or withdrawal.

(C) Special Tax Reporting. The Finance Director shall file a report with the City no later than January 1, 2026, and at least once a year thereafter, which annual report shall contain: (i) the amount of Special Taxes collected and expended with respect to the CFD, (ii) the amount of Bond proceeds collected and expended with respect to the CFD, and (iii) the status of the Project. It is acknowledged that the Special Tax Fund and the Special Tax Prepayments Account are the accounts into which Special Taxes collected on the City will be deposited for purposes of Section 50075.1(c) of the California Government Code, and the funds and accounts listed in Section 4.01 are the funds and accounts into which Bond proceeds will be deposited for purposes of Section 53410(c) of the California Government Code, and the annual report described in the preceding sentence is intended to satisfy the requirements of Sections 50075.1(d), 50075.3(d) and 53411 of the California Government Code.

(D) Compliance with Section 53343.2. The City shall comply with the provisions of California Government Code Section 53343.2, which require the City, within seven months after the last day of each fiscal year of the CFD, to display prominently on its Internet Web site all of the following information:

(a) A copy of an annual report for that fiscal year if requested pursuant to Section 53343.1.

(b) A copy of the report provided to the California Debt and Investment Advisory Commission pursuant to Section 53359.5.

(c) A copy of the report provided to the Controller's office pursuant to Section 12463.2.

(E) Amendment. The reporting requirements of this Section 9.13 shall be amended from time to time, without action by the City or the Fiscal Agent (i) with respect to subparagraphs (A) and (B) above, to reflect any amendments to Section 53359.5(b) or Section 53359.5(c) of the Act, (ii) with respect to subparagraph (C) above, to reflect any amendments to Section 50075.1, 50075.3, 53410 or 53411 of the California Government Code and (iii) with respect to subparagraph (D) above, to reflect any amendments to Section 53343.2. Notwithstanding the foregoing, any such amendment shall not, in itself, affect the City's obligations under the Continuing Disclosure Certificate. The City shall notify the Fiscal Agent in writing of any such amendments which affect the reporting obligations of the Fiscal Agent under this Agreement.

(E) No Liability. None of the City and its officers, agents and employees, the Finance Director or the Fiscal Agent shall be liable for any inadvertent error in reporting the information required by this Section 9.13.

The Finance Director shall provide copies of any such reports to any Bondowner upon the written request of a Bondowner and payment by the person requesting the information of the cost of the City to photocopy and pay any postage or other delivery cost to provide the same, as determined by the Finance Director. The term "Bondowner" for purposes of this Section 9.13 shall include any Beneficial Owner of the Bonds as described in Section 2.10.

Section 9.14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

****

IN WITNESS WHEREOF, the City and the Fiscal Agent have caused this Agreement to be executed as of the date first written above.

CITY OF TRACY,
for and on behalf of
CITY OF TRACY COMMUNITY FACILITIES DISTRICT NO. 2016-2 (ECFD)

By: _____
Finance Director

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Officer

EXHIBIT A

FORM OF 2025 BOND

No. __ ***$_____***

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

IMPROVEMENT AREA NO. 3 OF THE
CITY OF TRACY
Community Facilities District No. 2016-2
(ECFD)
Special Tax Bond, Series 2025

INTEREST RATE	**MATURITY DATE**	**DATED DATE**
____%	September 1, _____	_____, 2025

REGISTERED OWNER:

PRINCIPAL AMOUNT: *********DOLLARS

The City of Tracy (the "City") for and on behalf of the "City of Tracy Community Facilities District No. 2016-2 (ECFD)" (the "CFD") with respect to its "Improvement Area No. 3 of the City of Tracy Community Facilities District No. 2016-2 (ECFD)" ("Improvement Area No. 3"), for value received, hereby promises to pay solely from the Special Tax Revenues (as defined in the Agreement, as hereinafter defined) to be collected in Improvement Area No. 3 or amounts in certain funds and accounts held under the Agreement (as hereinafter defined), to the registered owner named above, or registered assigns, on the maturity date set forth above, unless redeemed prior thereto as hereinafter provided, the principal amount set forth above, and to pay interest on such principal amount from the Dated Date set forth above, or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for (unless this Bond is authenticated on or before an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or unless this Bond is authenticated on or prior to February 15, 2026, in which event it shall bear interest from the Dated Date identified above, payable semiannually on each September 1 and March 1, commencing March 1, 2026 (each an "Interest Payment Date"), at the interest rate set forth above, until the principal amount hereof is paid or made available for payment provided, however, that if at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment.

Principal of and interest on the Bonds (including the final interest payment upon maturity or earlier redemption), is payable on the applicable Interest Payment Date by check of the Fiscal Agent (defined below) mailed by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date, or by wire transfer

made on such Interest Payment Date upon written instructions of any Owner of $1,000,000 or more in aggregate principal amount of Bonds delivered to the Fiscal Agent prior to the applicable Record Date. The principal of the Bonds and any premium on the Bonds are payable in lawful money of the United States of America upon surrender of the Bonds at the Principal Office of the Fiscal Agent or such other place as designated by the Fiscal Agent.

This Bond is one of a duly authorized issue of bonds in the aggregate principal amount of $_____ approved by resolution of the City Council adopted on _____, 2025 (the "Resolution"), under the Mello-Roos Community Facilities Act of 1982, as amended, sections 53311, *et seq.*, of the California Government Code (the "Act") for the purpose of funding certain facilities for the City, and is one of the series of bonds designated "Improvement Area No. 3 of the City of Tracy Community Facilities District No. 2016-2 (ECFD) Special Tax Bonds, Series 2025" (the "Bonds"). The issuance of the Bonds and the terms and conditions thereof are provided for by a Fiscal Agent Agreement, dated as of October 1, 2025 (the "Agreement"), between the City and U.S. Bank Trust Company, National Association (the "Fiscal Agent") and this reference incorporates the Agreement herein, and by acceptance hereof the owner of this Bond assents to said terms and conditions. The Agreement is authorized under, this Bond is issued under and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Act, the Resolution and the Agreement, the principal of and interest on this Bond are payable solely from the annual special tax authorized under the Act to be collected within Improvement Area No. 3 (the "Special Tax") and certain funds held under the Agreement. Any tax for the payment hereof shall be limited to the Special Tax, except to the extent that provision for payment has been made by the City, as may be permitted by law. The Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than described hereinabove. Neither the faith and credit nor the taxing power of the City (except to the limited extent set forth in the Agreement) or the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

Optional Redemption. The Bonds maturing on or after September 1, 20__, are subject to optional redemption as directed by the City, from sources of funds other than prepayments of Special Taxes, prior to their stated maturity on any date on or after September 1, 20__, as a whole or in part, at a redemption price (expressed as a percentage of the principal amount of the Bonds to be redeemed), as set forth below, together with accrued interest thereon to the date fixed for redemption:

Redemption Dates	Redemption Price
September 1, 20__ through August 31, 202__	%
September 1, 20__ through August 31, 20__	
September 1, 20__ through August 31, 20__	
September 1, 20__ and any date thereafter	

Mandatory Sinking Fund Redemption. The Term Bond maturing on September 1, 20__, is subject to mandatory redemption in part by lot, from sinking fund payments made by the City from the Bond Fund, at a redemption price equal to the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts all as set forth in the following table:

Sinking Fund Redemption Date (September 1)	**Sinking Fund Payments**
20__	$
20__	
20__	
20__	
20__ (maturity)	

The Term Bond maturing on September 1, 20__, is subject to mandatory redemption in part by lot, from sinking fund payments made by the City from the Bond Fund, at a redemption price equal to the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts all as set forth in the following table:

Sinking Fund Redemption Date (September 1)	**Sinking Fund Payments**
20__	$
20__	
20__	
20__	
20__ (maturity)	

The Term Bond maturing on September 1, 20__, is subject to mandatory redemption in part by lot, from sinking fund payments made by the City from the Bond Fund, at a redemption price equal to the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts all as set forth in the following table:

Sinking Fund Redemption Date (September 1)	**Sinking Fund Payments**
20__	$
20__	
20__	
20__	
20__ (maturity)	

The Term Bond maturing on September 1, 20__, is subject to mandatory redemption in part by lot, from sinking fund payments made by the City from the Bond

Fund, at a redemption price equal to the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts all as set forth in the following table:

Sinking Fund Redemption Date (September 1)	**Sinking Fund Payments**
20__	$
20__	
20__	
20__	
20__ (maturity)	

Provided, however, if some but not all of the Term Bonds of a given maturity have been redeemed as a result of an optional redemption or a redemption from Special Tax Prepayments, the total amount of all future Sinking Fund Payments relating to such maturity shall be reduced by the aggregate principal amount of Term Bonds of such maturity so redeemed, to be allocated among such Sinking Fund Payments on a pro rata basis in integral multiples of $5,000 as determined by the City, notice of which determination shall be given by the City to the Fiscal Agent.

Redemption From Special Tax Prepayments. Special Tax Prepayments and any corresponding transfers from the 2025 Reserve Fund shall be used to redeem Bonds on the next Interest Payment Date for which notice of redemption can timely be given under the Fiscal Agent Agreement, among maturities so as to maintain substantially the same Debt Service profile for the Bonds as in effect prior to such redemption and by lot within a maturity, at a redemption price (expressed as a percentage of the principal amount of the Bonds to be redeemed), as set forth below, together with accrued interest to the date fixed for redemption:

Redemption Dates	Redemption Price
Any Interest Payment Date on or before March 1, 20__	%
September 1, 20__ and March 1, 20__	
September 1, 20__ and March 1, 20__	
September 1, 20__ and any Interest Payment Date thereafter	

Notice of redemption with respect to the Bonds to be redeemed shall be given to the registered owners thereof, in the manner, to the extent and subject to the provisions of the Agreement.

This Bond shall be registered in the name of the owner hereof, as to both principal and interest. Each registration and transfer of registration of this Bond shall be entered by the Fiscal Agent in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof, interest hereon and any redemption premium shall be

payable only to the registered owner or to such owner's order. The Fiscal Agent shall require the registered owner requesting transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfer or exchange hereof shall be required to be made (i) fifteen days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

The Agreement and the rights and obligations of the City thereunder may be modified or amended as set forth therein. The principal of the Bonds is not subject to acceleration upon a default under the Agreement or any other document.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication and registration hereon endorsed shall have been dated and signed by the Fiscal Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED by the City that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Fiscal Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, City of Tracy has caused this Bond to be to be signed by the facsimile signature of its Mayor and countersigned by the facsimile signature of the City Clerk.

[S E A L]

City Clerk

Mayor

[FORM OF FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION AND REGISTRATION]

This is one of the Bonds described in the Agreement which has been authenticated on _____, 2025

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Signatory

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

_____

_____

_____

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____ _____, attorney, to transfer the same on the registration books of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor.

NOTICE: Signature guarantee shall be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Fiscal Agent

EXHIBIT B

IMPROVEMENT AREA NO. 3 OF THE
CITY OF TRACY
Community Facilities District No. 2016-2
(ECFD)
Special Tax Bonds, Series 2025

OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT FROM IMPROVEMENT FUND

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am the duly appointed, qualified and acting Finance Director of the City of Tracy, a general law city duly organized and existing under the laws of the State of California (the "City") and as such, am familiar with the facts herein certified and am authorized to certify the same;

(ii) I am an "Authorized Officer," as such term is defined in that certain Fiscal Agent Agreement, dated as of October 1, 2025 (the "Fiscal Agent Agreement"), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent");

(iii) under Section 4.07(B) of the Fiscal Agent Agreement, the undersigned hereby requests and authorizes the Fiscal Agent to disburse from the School Facilities Account established under the Fiscal Agent Agreement to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee, for payment or reimbursement of previous payment of a Project cost (as Project is defined in the Fiscal Agent Agreement) as described on attached Schedule A;

(iv) under Section 4.07(B) of the Fiscal Agent Agreement, the undersigned hereby requests and authorizes the Fiscal Agent to disburse from the Bond Proceeds Account established under the Fiscal Agent Agreement to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee, for payment or reimbursement of previous payment of a Project cost (as Project is defined in the Fiscal Agent Agreement) as described on attached Schedule A;

(v) under Section 4.07(B) of the Fiscal Agent Agreement, the undersigned hereby requests and authorizes the Fiscal Agent to disburse from the Remainder Taxes Account established under the Fiscal Agent Agreement to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee, for payment or reimbursement of previous payment of a Project cost (as Project is defined in the Fiscal Agent Agreement) as described on attached Schedule A;

(vi) under Section 4.07(B) of the Fiscal Agent Agreement, the undersigned hereby requests and authorizes the Fiscal Agent to transfer $_____ from the Remainder Taxes Account

established under the Fiscal Agent Agreement to [the Bond Fund] [the Administrative Expense Fund] [the 2025 Reserve Fund];

(vii) the disbursements described on the attached Schedule A are properly chargeable to the Improvement Fund; and

(viii) no portion of the amount herein requested to be disbursed was set forth in any Officers Certificate previously filed requesting disbursement.

Dated: _____

CITY OF TRACY

By: _____
Finance Director

SCHEDULE A

Payee Name and Address	Purpose of Obligation	Amount	Account from which Amounts should be paid

EXHIBIT C

IMPROVEMENT AREA NO. 3 OF THE
CITY OF TRACY
Community Facilities District No. 2016-2 (ECFD)
Special Tax Bonds, Series 2025

OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT FROM COSTS OF ISSUANCE FUND

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am the duly appointed, qualified and acting Finance Director of the City of Tracy, a general law city duly organized and existing under the laws of the State of California (the "City") and as such, am familiar with the facts herein certified and am authorized to certify the same;

(ii) I am an "Authorized Officer," as such term is defined in that certain Fiscal Agent Agreement, dated as of October 1, 2025 (the "Fiscal Agent Agreement"), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent");

(iii) under Section 4.02(B) of the Fiscal Agent Agreement, the undersigned hereby requests and authorizes the Fiscal Agent to disburse from the Costs of Issuance Fund established under the Fiscal Agent Agreement to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee, for payment or reimbursement of previous payment of Costs of Issuance (as that term is defined in the Fiscal Agent Agreement) as described on attached Schedule A; and

(iv) the disbursements described on the attached Schedule A constitute Costs of Issuance, and are properly chargeable to the Costs of Issuance Fund.

Dated: _____

CITY OF TRACY

By: _____
Finance Director

SCHEDULE A

Payee Name and Address	Purpose of Obligation	Amount

EXHIBIT D

IMPROVEMENT AREA NO. 3 OF THE
CITY OF TRACY
Community Facilities District No. 2016-2 (ECFD)
Special Tax Bonds, Series 2025

OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT FROM ADMINISTRATIVE EXPENSE FUND

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am the duly appointed, qualified and acting Finance Director of the City of Tracy, a general law city duly organized and existing under the laws of the State of California (the "City") and as such, am familiar with the facts herein certified and am authorized to certify the same;

(ii) I am an "Authorized Officer," as such term is defined in that certain Fiscal Agent Agreement, dated as of October 1, 2025 (the "Fiscal Agent Agreement"), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent");

(iii) under Section 4.06(B) of the Fiscal Agent Agreement, the undersigned hereby requests and authorizes the Fiscal Agent to disburse from the Administrative Expense Fund established under the Fiscal Agent Agreement to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee, for payment or reimbursement of previous payment of an Administrative Expense or Costs of Issuance (as those terms are defined in the Fiscal Agent Agreement) as described on attached Schedule A;

(iv) the disbursements described on the attached Schedule A constitute Administrative Expenses or Costs of Issuance, and are properly chargeable to the Administrative Expense Fund; and

(v) any proceeds of the 2025 Bonds in the Administrative Expense Fund shall be disbursed before any other moneys in the Administrative Expense Fund

Dated: _____

CITY OF TRACY

By: _____
Finance Director

SCHEDULE A

Payee Name and Address	Purpose of Obligation	Amount

$_____
IMPROVEMENT AREA NO. 3 OF THE CITY OF TRACY
COMMUNITY FACILITIES DISTRICT NO. 2016-2 (ECFD)
SPECIAL TAX BONDS, SERIES 2025

BOND PURCHASE AGREEMENT

_____, 2025

City of Tracy
333 Civic Center Plaza
Tracy, California 95376

Ladies and Gentlemen:

Piper Sandler & Co., as underwriter (the "**Underwriter**"), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement (this "**Purchase Agreement**") with the City of Tracy (the "**City**"), which upon acceptance will be binding upon the Underwriter and the City. This offer is made subject to the City's acceptance by the execution of this Purchase Agreement and its delivery to the Underwriter at or before 8:00 P.M., California time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms used herein, which are not otherwise defined, shall have the meaning provided for such terms in the Fiscal Agent Agreement, dated as of _____ 1, 2025 (the "**Fiscal Agent Agreement**"), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "**Fiscal Agent**").

1. **Purchase, Sale and Delivery of the Bonds**.

A. Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the City and the City hereby agrees to sell to the Underwriter all (but not less than all) of the $_____ aggregate principal amount of the Improvement Area No. 3 of the City of Tracy Community Facilities District No. 2016-2 (ECFD) Special Tax Bonds, Series 2025 (the "**Bonds**"), dated the Closing Date (as hereinafter defined), bearing interest at the rates and maturing on the dates and in the principal amounts set forth in Exhibit A hereto. The purchase price for the Bonds shall be $_____ (being 100% of the aggregate principal amount thereof [plus/less] a [net] original issue [premium/discount] of $_____ and less an Underwriter's discount of $_____). [The Bonds will be insured under a municipal bond insurance policy (the "**Insurance Policy**") to be issued by _____ (the "**Insurer**") concurrently with the issuance of the Bonds. As an accommodation to the City, the Underwriter will wire a $_____ portion of the purchase price, comprising the premium for the Insurance Policy, directly to the Insurer.]

The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable from the Special Tax Revenues, as provided in the Fiscal Agent Agreement, the Preliminary Official Statement (as hereinafter defined), and the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing with Section 53311) of the Government Code of the State of California (the "**Act**"). The issuance of the Bonds has been duly authorized by the City pursuant to Resolution No. 2019-244, adopted on December 17, 2019 (the "**Annexation**

Resolution"), and Resolution No. _____, adopted by the City on _____, 2025 (the "**Resolution of Issuance**" and, together with the Annexation Resolution, the "**Approving Resolution**").

The net proceeds of the Bonds will be used, as indicated in the Fiscal Agent Agreement, for the following purposes: (i) finance the acquisition and construction of certain public improvements and payment of impact fees to be used to finance public facilities, (ii) fund a debt service reserve fund for the Bonds, [(iii) pay the premium for the Insurance Policy,] and (iv) pay the costs of issuing the Bonds.

B. The City acknowledges that the Underwriter is entering into this Purchase Agreement in reliance on the representations and agreements made by the City herein, and the City shall take all action necessary to enforce its rights hereunder for the benefit of the Underwriter and shall immediately notify the Underwriter if it becomes aware that any representation or agreement made by the City herein is incorrect in any material respect.

The City acknowledges and agrees that: (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the City and the Underwriter; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and is not acting as a Municipal Advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended); (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters); and (iv) the City has consulted its own legal, financial and other advisors to the extent that the City has deemed appropriate.

C. Pursuant to the authorization of the City, the Underwriter has distributed copies of the Preliminary Official Statement dated _____, 2025, relating to the Bonds, which, together with the cover page, inside cover page and appendices thereto is herein called the "**Preliminary Official Statement**." By its acceptance of this Purchase Agreement, the City hereby ratifies the use by the Underwriter of the Preliminary Official Statement and the preparation and distribution of the final Official Statement (together with any supplements thereto, the "**Official Statement**") consisting of the Preliminary Official Statement with such changes as are noted thereon and as may be made thereto, with the approval of Jones Hall LLP, the City's Bond Counsel ("**Bond Counsel**") and Disclosure Counsel ("**Disclosure Counsel**") and the Underwriter. The City agrees to execute the Official Statement and to provide a copy thereof to the Underwriter as set forth in Section 4.E.1 hereof. The City hereby authorizes and requires the Underwriter to use and promptly distribute, in connection with the offer and sale of the Bonds, the Preliminary Official Statement, the Official Statement and any supplement or amendment thereto. The City further authorizes the Underwriter to use and distribute, in connection with the offer and sale of the Bonds, the Fiscal Agent Agreement, this Purchase Agreement and all information contained herein, and all other documents, certificates and statements furnished by or on behalf of the City to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

D. To assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the "**Rule**"), the City will undertake pursuant to the Continuing Disclosure Certificate, in the form attached to the Official Statement as Appendix E (the "**Continuing Disclosure Certificate**"), to provide annual reports and notices of certain enumerated events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

E. Except as the Underwriter and the City may otherwise agree, the City will deliver to the Underwriter, at the offices of Bond Counsel in San Francisco, California, or at such other location as may

be mutually agreed upon by the Underwriter and the City, the documents hereinafter mentioned; and the City will deliver to the Underwriter through the facilities of The Depository Trust Company ("**DTC**") in New York, New York, the Bonds, in definitive form (all Bonds bearing CUSIP numbers), duly executed by the City and authenticated by the Fiscal Agent in the manner provided for in the Fiscal Agent Agreement and the Act at 8:00 a.m. California time, on _____, 2025 (the "**Closing Date**"), and the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in paragraph (A) of this Section by wire transfer, payable in federal or other immediately available funds (such delivery and payment being herein referred to as the "**Closing**"). The Bonds shall be in fully registered book-entry form (which may be typewritten) and shall be registered in the name of Cede & Co., as nominee of DTC.

2. **Public Offering and Establishment of Issue Price**.

A. The Underwriter agrees to make a bona fide public offering of all of the Bonds initially at the public offering prices (or yields) set forth in Exhibit A attached hereto and incorporated herein by reference. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices (or yields) as it deems necessary in connection with the marketing of the Bonds, provided that the Underwriter shall not change the interest rates set forth in Exhibit A. The Bonds may be offered and sold to certain dealers at prices lower than such initial offering prices

B. The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit C, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this section to establish the issue price of the Bonds may be taken on behalf of the City by CSG Advisors Incorporated (the "**Municipal Advisor**") and any notice or report to be provided to the City may be provided to the Municipal Advisor.

C. Except as otherwise set forth in Exhibit A, the City will treat the first price at which 10% of each maturity of the Bonds (the "**10% test**") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of the Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

D. The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "**initial offering price**"), or at the corresponding yield or yields, set forth in Exhibit A, except as otherwise set forth therein. Exhibit A also sets forth, identified under the column "Hold the Offering Price Rule Used," as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "**hold-the-offering-price rule**"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

1. the close of the fifth (5th) business day after the sale date; or

2. the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

E. The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to: (1) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public; and (2) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on: (A) in the event that a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires; and (B) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

F. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

1. "**public**" means any person other than an underwriter or a related party;

2. "**underwriter**" means: (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public; and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public);

3. a purchaser of any of the Bonds is a "**related party**" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to: (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another); (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another); or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

4. "**sale date**" means the date of execution of this Purchase Agreement by all parties.

3. **Representations and Covenants of the City**. The City represents and covenants to the Underwriter that:

A. The City is duly organized and validly existing as a municipal corporation under the Constitution and laws of the State of California, and has duly authorized the formation of the City of Tracy Community Facilities District No. 2016-2 (ECFD) (the "**Community Facilities District**") and Improvement Area No. 3 of the City of Tracy Community Facilities District No. 2016-2 (ECFD) ("**Improvement Area No. 3**") pursuant to resolutions and an ordinance duly adopted by the City Council (collectively, the "**Community Facilities District Formation Resolution**" and, together with the Approving Resolution authorizing the issuance of the Bonds, the "**City Resolutions**") and the Act. The City Council, as the legislative body of the City and the Community Facilities District, (i) has duly adopted the City Resolutions, (ii) has duly adopted Ordinance No. 1230 of the City on February 21, 2017, levying special taxes within the Community Facilities District and Improvement Area No. 3 (the "**Ordinance**"), and (iii) has caused to be recorded in the real property records of San Joaquin County a notice of special tax lien with respect to Improvement Area No. 3 (the "**Notice of Special Tax Lien**") (the Community Facilities District Formation Resolution, the Ordinance, the rate and method of apportionment of special taxes for Improvement Area No. 3 approved by the City Council and the qualified electors in Improvement Area No. 3 (the "**Rate and Method**") and the Notice of Special Tax Lien are collectively referred to herein as the "**Formation Documents**"). Each of the Formation Documents remains in full force and effect as of the date hereof and has not been amended, except to the extent set forth therein. The Community Facilities District is duly organized and validly existing as a Community Facilities District under the laws of the State of California. The City has, and at the Closing Date will have, as the case may be, full legal right, power and authority: (i) to execute, deliver and perform its obligations under the Fiscal Agent Agreement and this Purchase Agreement, and to carry out all transactions contemplated by each of such agreements; (ii) to issue, sell and deliver its Bonds to the Underwriter; (iii) to enter into the Continuing Disclosure Certificate; and (iv) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents, the Fiscal Agent Agreement, the Continuing Disclosure Certificate, this Purchase Agreement, the Bonds and the Official Statement.

This Purchase Agreement, the Fiscal Agent Agreement, the Bonds and the Continuing Disclosure Certificate are collectively referred to herein as the "**City Documents**."

B. The City has complied, and will at the Closing Date be in compliance in all material respects, with the Formation Documents and the City Documents, and any immaterial noncompliance by the City, if any, will not impair the ability of the City to carry out, give effect to or consummate the transactions contemplated by the foregoing. From and after the date of issuance of the Bonds, the City will continue to comply with the covenants of the City contained in the City Documents.

C. Except as described in the Preliminary Official Statement, the City is not, in any respect material to the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State of California, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound, and the execution and delivery and the performance of its obligations under the City Documents and compliance with the provisions of each thereof, or the performance of the conditions precedent to be performed by the City pursuant to the City Documents, will not conflict with or constitute a breach of or default under any applicable law or administrative

rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound, in any manner that would materially and adversely affect the performance by the City of its obligations under the City Documents or the performance of the conditions precedent to be performed by the City pursuant to the City Documents.

D. Except as may be required under the "blue sky" or other securities laws of any jurisdiction, all approvals, consents, authorizations, elections and orders of, or filings or registrations with, any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City of its obligations under the City Documents, have been or will be obtained at the Closing Date and are or will be in full force and effect at the Closing Date.

E. The City Documents conform as to form and tenor to the descriptions thereof contained in the Official Statement.

F. The Bonds are payable from the Special Tax Revenues generated by the levy of special taxes in Improvement Area No. 3 (the "**Special Taxes**"), as set forth in the Fiscal Agent Agreement. The levy of the Special Taxes has been duly and validly authorized pursuant to the Act and, subject to the maximum rate of Special Taxes in the Rate and Method and the application of the Special Tax Revenues as set forth in the Fiscal Agent Agreement, the levy of the Special Taxes within Improvement Area No. 3 will be fixed and levied in an amount which, together with other available funds, is required for the payment of the principal of, and interest on, the Bonds when due and payable, all as provided in the Fiscal Agent Agreement. The City has covenanted in the Fiscal Agent Agreement to cause the Special Taxes to be levied and collected at the same time and in the same manner as ordinary *ad valorem* property taxes.

G. The Fiscal Agent Agreement creates a valid pledge of, first lien upon and security interest in, the Special Tax Revenues, and in the moneys in the Special Tax Fund established pursuant to the Fiscal Agent Agreement, on the terms and conditions set forth in the Fiscal Agent Agreement.

H. Except as disclosed in the Preliminary Official Statement, or will be disclosed in the Official Statement, there are, to the best of the City's knowledge, no entities with outstanding assessment liens against any of the properties within Improvement Area No. 3 or which are senior to or on a parity with the Special Taxes referred to in paragraph (G) hereof.

I. The information contained in the Preliminary Official Statement and in the Official Statement (other than statements therein pertaining to DTC and its book-entry system, as to which no view is expressed) does not and shall not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and, upon delivery and up to and including 25 days after the End of the Underwriting Period (as defined in paragraph (J) below), the Official Statement will be amended and supplemented so as to contain no misstatement of any material fact or omission of any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading.

J. Up to and including 25 days after the End of the Underwriting Period, the City will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The City will advise the Underwriter promptly of the institution of any

proceedings known to it by any governmental agency prohibiting or otherwise materially affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds. As used herein, the term "**End of the Underwriting Period**" means the later of such time as: (i) the Bonds are delivered to the Underwriter; or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the End of the Underwriting Period shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be a written notice delivered to the City at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the "End of the Underwriting Period."

K. At the time of acceptance hereof there is and as of the Closing there will be no action pending (notice of which has been served on the City) or to the best knowledge of the City threatened, in which any such action: (i) in any way questions the existence of the Community Facilities District or the titles of the officers of the City to their respective offices; (ii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of the Bonds or the payment or collection of Special Tax Revenues or any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City contemplated thereby; (iii) contests the exemption of interest on the Bonds from federal or State income taxation or contests the powers of the City or the Community Facilities District which may result in any material adverse change relating to the financial condition of the Community Facilities District; or (iv) contests the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserts that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and as of the time of acceptance hereof there is and, as of the Closing Date, there will be no basis for any action, suit, proceeding, inquiry or investigation of the nature described in clauses (i) through (iv) of this sentence.

L. Any certificate signed on behalf of the City by any officer or employee of the City authorized to do so shall be deemed a representation by the City to the Underwriter as to the statements made therein.

M. At or prior to the Closing, the City will have duly authorized, executed and delivered the Continuing Disclosure Certificate in substantially the form attached as Appendix E to the Official Statement. Except as disclosed in the Preliminary Official Statement, the City has not failed to comply in all respects with any previous undertakings with regard to the Rule to provide annual reports or notices of material events in the last five years.

N. The City will apply the proceeds of its Bonds in accordance with the Fiscal Agent Agreement.

O. Between the date of the Purchase Agreement and the date of Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money payable or secured by Special Taxes, except as previously disclosed to the Underwriter.

The execution and delivery of this Purchase Agreement by the City shall constitute a representation to the Underwriter that the representations contained in this Section 3 are true as of the date hereof.

4. **Conditions to the Obligations of the Underwriter**. The obligation of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter,

to the accuracy in all material respects of the representations on the part of the City contained herein, to the accuracy in all material respects of the statements of the officers and other officials of the City made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City of its obligations to be performed hereunder at or prior to the Closing Date and, to the following additional conditions:

A. At the Closing Date, the City Resolutions, the Formation Documents, and the City Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds, and with the transactions contemplated thereby, and by this Purchase Agreement, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate.

B. At the Closing Date, except as was described in the Official Statement, the City shall not be, in any respect material to the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State of California, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound, and the execution and delivery and the performance by the City of its obligations under the City Documents, the City Resolutions and any other instruments contemplated by any of such documents, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State of California, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound, in any manner that would materially and adversely affect the performance by the City of its obligations under the City Documents or the City Resolutions.

C. The information contained in the Official Statement is, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant hereto, true and correct in all material respects and does not, as of the Closing Date or as of the date of any supplement or amendment thereto, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

D. Between the date hereof and the Closing Date, the market price or marketability, at the initial offering prices set forth on the inside cover page of the Official Statement, of the Bonds shall not have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

1. Legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or any member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration, or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department of the United States of America or the Internal Revenue Service, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon such interest as would be received by any owners of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

2. Legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement are not exempt from qualification under or other requirements of the Fiscal Agent Agreement Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws as amended and then in effect;

3. A general suspension of trading in securities on the New York Stock Exchange, or a general banking moratorium declared by Federal, State of New York or State of California officials authorized to do so;

4. The introduction, proposal or enactment of any amendment to the Federal or California Constitutions or any action by any Federal or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the validity or enforceability of Special Taxes as contemplated by the Official Statement;

5. Any event occurring, or information becoming known which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Preliminary Official Statement or in the Official Statement, or has the effect that the Preliminary Official Statement or the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

6. Any national securities exchange, the Comptroller of the Currency, or any other governmental authority, shall impose as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

7. There shall have occurred any material outbreak or escalation of hostilities or other calamity or crisis the effect of which on the financial markets of the United States is such as to make it impracticable, in the judgment of the Underwriter, following consultation with the City, to sell the Bonds;

8. The filing or threat of an Action described Section 3.K hereof; or

9. Any proceeding shall have been commenced or be threatened in writing by the Securities and Exchange Commission against the City.

E. At or prior to the Closing Date, the Underwriter shall have received a counterpart original or certified copy of the following documents, in each case satisfactory in form and substance to the Underwriter:

1. The Official Statement, executed on behalf of the City by its Finance Director or other authorized officer;

2. The City Documents, duly executed and delivered by all parties thereto;

3. The City Resolutions, together with a certificate dated as of the Closing Date of the City Clerk to the effect that the City Resolutions are true, correct and complete copies of the City Resolutions duly adopted by the City Council;

4. The Formation Documents, together with a certificate dated as of the Closing Date of the City Clerk to the effect that the Formation Documents are true, correct and complete copies of the Formation Documents duly adopted by the City Council;

5. An unqualified approving opinion for the Bonds, dated the Closing Date and addressed to the City, of Bond Counsel, in substantially the form included as Appendix G to the Official Statement;

6. A supplemental opinion or opinions, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, in substantially the form attached hereto as Exhibit B;

7. A letter of Disclosure Counsel addressed to the Underwriter, to the effect that, no facts have come to attention of Disclosure Counsel that have caused such counsel to believe that the Preliminary Official Statement, as of its date, or the Official Statement, as of its date and as of the Closing Date (except for the following items, which are expressly excluded from the scope of this sentence: any financial, statistical and demographic data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, the appraisal and information regarding DTC and its book-entry only system, that is contained or incorporated by reference in the Official Statement and the appendices to the Official Statement) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

8. A certificate dated the Closing Date and signed by an authorized representative of the City or an authorized designee, on behalf of the City to the effect that: (i) the representations made by the City contained in this Purchase Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date, provided that any references as to the Preliminary Official Statement shall be deemed to be to the Official Statement; (ii) to the best knowledge of such officer, no event has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; and (iii) the City has complied with all the agreements and satisfied all the conditions on its part to be satisfied under the City Documents prior to the Closing Date;

9. An opinion of the City Attorney of the City, dated the date of Closing and addressed to the Underwriter and the City, to the effect that:

a. The City is a municipal corporation, corporate and politic, duly organized and existing under the Constitution and laws of the State of California;

b. The City Resolutions and the Formation Documents have been duly adopted at a meeting of the City Council, which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the City Resolutions and the

Formation Documents are in full force and effect and have not been modified, amended, rescinded or repealed since the date of their adoption;

c. The City Documents and the Official Statement have been duly authorized, executed and delivered by the City and the City Documents constitute the legal, valid and binding obligations of the City enforceable against the City in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights, to the application of equitable principles where equitable remedies are sought and to the exercise of judicial discretion in appropriate cases;

d. To the best knowledge of such counsel, the execution and delivery of the City Documents and the Official Statement and compliance with the provisions thereof under the circumstances contemplated thereby: (a) do not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement or other instrument to which the City is a party or by which it is bound; and (b) do not and will not in any material respect or constitute on the part of the City a violation, breach of or default under any court order or consent decree to which the City is subject;

e. Except as may be stated in the Official Statement, there is no action, suit, proceeding or investigation before or by any court, public board or body pending (notice of which has been served on the City) or, to such counsel's knowledge, threatened wherein an unfavorable decision, ruling or finding would: (a) affect the creation, organization, existence or powers of the City or the Community Facilities District, or the titles of its members and officers to their respective offices; or (b) affect the validity of the City Documents, the City Resolutions or the Formation Documents, or restrain or enjoin the repayment of the Bonds or in any way contest or affect the validity of the City Documents, the City Resolutions or the Formation Documents, or contest the authority of the City to enter into or perform its obligations under any of the City Documents, the City Resolutions or the Formation Documents, or under which a determination adverse to the City would have a material adverse effect upon the financial condition or the revenues of the City or the Community Facilities District, questions the right of the City to use Special Tax Revenues for the repayment of the Bonds or affects in any manner the right or ability of the City to collect or pledge the Special Taxes levied within Improvement Area No. 3 for the repayment of the Bonds;

10. A transcript of all proceedings relating to the authorization, issuance, sale and delivery of the Bonds, including certified copies of the Fiscal Agent Agreement and all resolutions of the City relating thereto;

11. A certificate dated the Closing Date from Goodwin Consulting Group, Inc. addressed to the City and the Underwriter to the effect that: (i) the Special Taxes (after payment of estimated Administrative Expenses) if collected in the maximum amounts permitted pursuant to the Rate and Method as of the Closing Date would generate at least 110% of the annual debt service on the Bonds in each year, based on such assumptions and qualifications as shall be acceptable to the Underwriter; and (ii) the statements in the Official Statement provided by Goodwin Consulting Group, Inc. concerning the Special Taxes and the Rate and Method and all information supplied by it for use in the Official Statement as of the date of the Official Statement and as of the Closing Date did not and do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading;

12. Certified copies of the general resolution of the Fiscal Agent authorizing the execution and delivery of certain documents by certain officers of the Fiscal Agent, which resolution authorizes the execution of the Fiscal Agent Agreement and the authentication of the Bonds;

13. A certificate of the Fiscal Agent, addressed to the Underwriter and the City dated the Closing Date, to the effect that: (i) the Fiscal Agent is authorized to carry out corporate trust powers, and have full power and authority to perform its duties under the Fiscal Agent Agreement; (ii) the Fiscal Agent is duly authorized to execute and deliver the Fiscal Agent Agreement, to accept the obligations created by the Fiscal Agent Agreement and to authenticate the Bonds pursuant to the terms of the Fiscal Agent Agreement; (iii) no consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Fiscal Agent that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Fiscal Agent of the other transactions contemplated to be performed by the Fiscal Agent in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Fiscal Agent Agreement; and (iv) to the best of its knowledge, compliance with the terms of the Fiscal Agent Agreement will not conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, trust agreement, bond, note, resolution or any other agreement or instrument to which the Fiscal Agent is a party or by which it is bound, or any law or any rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over the Fiscal Agent or any of its activities or properties;

14. An opinion of counsel to the Fiscal Agent, dated the Closing Date, addressed to the Underwriter and the City to the effect that the Fiscal Agent is a national banking association duly organized and validly existing under the laws of the United States having full power and being qualified to enter into, accept and agree to the provisions of the Fiscal Agent Agreement, and that the Fiscal Agent Agreement has been duly authorized, executed and delivered by the Fiscal Agent and, assuming due execution and delivery by the other parties thereto, constitutes the legal, valid and binding obligation of the Fiscal Agent enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and except as such enforceability may be limited by the application of equitable principles if equitable remedies are sought;

15. A certificate of the City dated the Closing Date, in a form acceptable to Bond Counsel and the Underwriter, that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

16. An opinion of Stradling Yocca Carlson & Rauth LLP, counsel to the Underwriter ("**Underwriter's Counsel**"), dated the date of Closing and addressed to the Underwriter in form and substance acceptable to the Underwriter;

17. [A certificate of the Insurer, dated the Closing Date, to the effect that the information in the Official Statement regarding the Insurance Policy and the Insurer under the caption "BOND INSURANCE" and contained in an appendix to the Official Statement containing a specimen of the Insurance Policy, is accurate in all material respects;]

18. [An opinion of counsel to the Insurer, dated the Closing Date and addressed to the Underwriter, as to the validity and enforceability of the Insurance Policy, in form and content satisfactory to Bond Counsel and the Underwriter;]

19. [Evidence satisfactory to the Underwriter that the Bonds shall have received an underlying rating of "_____" from S&P Global Ratings, a Standard & Poor's Financial Services LLC business ("**S&P**"), and an insured rating of "_____" from S&P, and that such ratings have not been revoked or downgraded;]

20. Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the material representations of the City contained herein, and of the statements and information contained in the Official Statement and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City in connection with the transactions contemplated hereby and by the Fiscal Agent Agreement and the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the City nor the Underwriter shall be under any further obligation hereunder, except that the respective obligations of the Underwriter and the City set forth in Section 6 hereof shall continue in full force and effect.

5. **Conditions to the Obligations of the City**. The obligations of the City shall be subject to the satisfaction of the conditions contained in Section 4 of this Purchase Agreement.

6. **Expenses**. Whether or not the transactions contemplated by this Purchase Agreement are consummated, the Underwriter shall be under no obligation to pay, and the City shall pay only from the proceeds of the Bonds or any other legally available funds of the City or the Community Facilities District, but only as the City and such other party providing such services may agree, all expenses and costs of the City incident to the performance of its obligations in connection with the authorization, execution, sale and delivery of the Bonds to the Underwriter, including, without limitation, printing costs, initial fees of the Fiscal Agent, including fees and disbursements of their counsel, if any, fees and disbursements of Bond Counsel, Disclosure Counsel and other professional advisors employed by the City, costs of preparation, printing, signing, transportation, delivery and safekeeping of the Bonds and for expenses (included in the expense component of the spread) incurred by the Underwriter on behalf of the City's employees which are incidental to implementing this Purchase Agreement, including, but not limited to, meals, transportation and lodging of those employees. The Underwriter shall pay all out-of-pocket expenses of the Underwriter, including, without limitation, advertising expenses, the California Debt and Investment Advisory Commission fee, CUSIP Services Bureau charges, regulatory fees imposed on new securities issuers and any and all other expenses incurred by the Underwriter in connection with the public offering and distribution of the Bonds, including fees of its counsel.

7. **Notices**. Any notice of other communication to be given to the City under this Purchase Agreement may be given by delivering the same in writing to the City of Tracy, 333 Civic Center Plaza, Tracy, California 95376, Attention: Finance Director; any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Piper Sandler & Co, 3626 Fair Oaks Blvd., Suite 100, Sacramento, California 9864, Attention: Dennis McGuire.

8. **Parties In Interest**. This Purchase Agreement is made solely for the benefit of the City and the Underwriter (including any successors or assignees of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof.

9. **Survival of Representations**. The representations of the City under this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City and regardless of delivery of and payment for the Bonds.

10. **Execution in Counterparts**. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

11. **Effective**. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

12. **No Prior Agreements**. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understanding among the parties hereto in relation to the sale of the Bonds by the City.

13. **Governing Law**. This Purchase Agreement shall be governed by the laws of the State of California.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

14. **Effective Date**. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

Very truly yours,

PIPER SANDLER & CO.

By: _____
Its: Authorized Officer

Time of Execution: _____

CITY OF TRACY

By: _____
Finance Director

EXHIBIT A

$_____
IMPROVEMENT AREA NO. 3 OF THE CITY OF TRACY
COMMUNITY FACILITIES DISTRICT NO. 2016-2 (ECFD)
SPECIAL TAX BONDS, SERIES 2025

Schedule of Bond Maturities, Principal Amounts, Interest Rates, Yields and Initial Offering Prices

Maturity Date (September 1)	*Principal Amount*	*Interest Rate*	*Yield*	*Initial Offering Price*	*10% Test Used*	*Hold the Price Offering Rule Used*

[C] Priced to the optional redemption date of September 1, 20__ at ___%.
[T] Term Bond.

Optional Redemption. The Bonds maturing on or after September 1, 20__, are subject to optional redemption as directed by the City, from sources of funds other than prepayments of Special Taxes, prior to their stated maturity on any date on or after September 1, 20__, as a whole or in part, at the redemption prices (expressed as a percentage of the principal amount of the Bonds to be redeemed) set forth below, together with accrued interest thereon to the date fixed for redemption:

Redemption Dates	**Redemption Price**
September 1, 20__ through August 31, 20__	%
September 1, 20__ through August 31, 20__	
September 1, 20__ through August 31, 20__	
September 1, 20__ and any date thereafter	

Mandatory Sinking Fund Redemption. The Bonds maturing on September 1, 20__, are subject to mandatory redemption in part by lot, from sinking fund payments made by the City from the Bond Fund, at a redemption price equal to the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts all as set forth in the following table:

Sinking Fund Redemption Date (September 1)	**Sinking Fund Payments**
	$

(maturity)

The Bonds maturing on September 1, 20__, are subject to mandatory redemption in part by lot, from sinking fund payments made by the City from the Bond Fund, at a redemption price equal to the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts all as set forth in the following table:

Sinking Fund Redemption Date (September 1)	**Sinking Fund Payments**
	$

(maturity)

The Bonds maturing on September 1, 20__, are subject to mandatory redemption in part by lot, from sinking fund payments made by the City from the Bond Fund, at a redemption price equal to the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts all as set forth in the following table:

Sinking Fund Redemption Date (September 1)	**Sinking Fund Payments**
	$

(maturity)

Redemption from Special Tax Prepayments. Special Tax Prepayments and any corresponding transfers from the Reserve Fund under the Fiscal Agent Agreement will be used to redeem Bonds on the next Interest Payment Date for which notice of redemption can timely be given under the Fiscal Agent Agreement, among maturities so as to maintain substantially the same debt service profile for the Bonds as in effect prior to such redemption and by lot within a maturity, at a redemption price (expressed as a percentage of the

principal amount of the Bonds to be redeemed), as set forth below, together with accrued interest to the date fixed for redemption:

Redemption Dates	**Redemption Price**
Any Interest Payment Date on or before March 1, 20__	%
September 1, 20__ and March 1, 20__	
September 1, 20__ and March 1, 20__	
September 1, 20__ and any Interest Payment Date thereafter	

EXHIBIT B

SUPPLEMENTAL OPINION OF BOND COUNSEL

_____, 2025

Piper Sandler & Co.
3626 Fair Oaks Blvd., Suite 100
Sacramento, California 95864

$_____
Improvement Area No. 3 of the City of Tracy
Community Facilities District No. 2016-2 (ECFD)
Special Tax Bonds, Series 2025

(Supplemental Opinion)

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the City of Tracy (the "**City**") of the above-referenced bonds (the "**Bonds**") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being sections 53311 et seq. of the California Government Code (the "**Law**"), Resolution No._____, adopted on _____, 2025 (the "**Resolution**") and a Fiscal Agent Agreement (the "**Fiscal Agent Agreement**"), dated as of _____ 1, 2025, by and between the City, for and on behalf of the City of Tracy Community Facilities District No. 2016-2 (ECFD) (the "**District**"), and U.S. Bank Trust Company, National Association, as fiscal agent. Capitalized terms used herein but not defined have the meaning given them in the Bond Purchase Agreement, dated _____, 2025 (the "**Purchase Agreement**"), by and between Piper Sandler & Co., as underwriter (the "**Underwriter**"), and the City, acting for and on behalf of the District.

We have examined the Fiscal Agent Agreement, the Purchase Agreement, and the Continuing Disclosure Certificate, dated _____, 2025 (the "**Continuing Disclosure Certificate**"), executed and delivered by the City and agreed and accepted by Goodwin Consulting Group, Inc., as dissemination agent, (collectively, the "**City Documents**"), the Law and such certified proceedings and other papers as we deem necessary to render this opinion.

This letter is being delivered in our capacity as bond counsel to the City and not as counsel to the Underwriter.

As to questions of fact material to our opinion, we have relied upon representations of the City contained in the Resolution, the Fiscal Agent Agreement and the certified proceedings and certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

(i) the Purchase Agreement has been duly authorized, executed and delivered by the City, and, assuming the Purchase Agreement constitutes the valid and binding obligation of the Underwriter,

constitutes the legally valid and binding obligation of the City enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditors' rights or remedies and general principles of equity (regardless of whether such enforceability is considered in equity or at law);

(ii) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended; and

(iii) the information contained in the Official Statement on the cover and under the captions "INTRODUCTION," "THE 2025 BONDS," "SECURITY FOR THE 2025 BONDS," "LEGAL MATTERS" and Appendices C and F thereof (except that no opinion or belief is expressed as to any financial or statistical data contained therein), insofar as it purports to summarize certain provisions of the Act, the Bonds, the Fiscal Agent Agreement and the exclusion from gross income for federal income tax purposes and exemption from State personal income taxes of interest on the Bonds, presents a fair and accurate summary of such provisions.

The preceding paragraph is not an opinion but constitutes negative observations based on certain limited activities performed by specific lawyers in our firm in our role as special disclosure counsel to the City. The scope of the activities we performed for purposes of delivering this letter was inherently limited and does not purport to encompass all activities necessary for compliance with applicable securities laws. In addition, in performing those activities, we relied on third party representations, warranties, certifications and opinions, including and primarily, representations, warranties and certifications made by the City. The preceding paragraph is otherwise subject to the conditions set forth herein.

This opinion letter is solely for your benefit in connection with the transaction covered by the first paragraph of this letter and may not be relied upon, used, circulated, quoted or referred to, nor any copies hereof be delivered to, any other person without our prior written approval.

Very truly yours,

JONES HALL LLP

EXHIBIT C

$_____
IMPROVEMENT AREA NO. 3 OF THE CITY OF TRACY
COMMUNITY FACILITIES DISTRICT NO. 2016-2 (ECFD)
SPECIAL TAX BONDS, SERIES 2025

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Piper Sandler & Co. (the "**PSC**"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the "**Bonds**").

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) PJC offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "**Initial Offering Prices**") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, dated _____, 2025, by and between PJC and the Issuer, PJC has agreed in writing that: (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "**hold-the-offering-price rule**"); and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Reserve Fund***.

The establishment of the Reserve Fund in the amount of the Reserve Requirement (as such terms are defined in the Fiscal Agent Agreement dated as of _____ 1, 2025, by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent, pursuant to which the Bonds are being issued) was vital to the marketing of the Bonds and reasonably required to assure payment of debt service on the Bonds.

4. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "**General Rule Maturities**."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "**Hold-the-Offering-Price Maturities**."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the _____, 2025 (the Sale Date), or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means the City of Tracy.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "**related party**" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2025.

(h) *Underwriter* means: (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public; and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents PSC's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall LLP, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

PIPER SANDLER & CO.

By:_____
Name:_____

Dated: _____, 2025

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES

(*Attached*)

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)

APPROVED AS TO FORM AND LEGALITY

_____

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. ____

AUTHORIZING 1) THE ISSUANCE AND SALE OF SPECIAL TAX BONDS FOR THE PURPOSE OF FINANCING AUTHORIZED FACILITIES, AND 2) APPROVING AND AUTHORIZING RELATED DOCUMENTS AND ACTIONS FOR IMPROVEMENT AREA NO. 3 OF THE CITY OF TRACY COMMUNITY FACILITIES DISTRICT NO. 2016-2 (ECFD)

WHEREAS, the City Council previously conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing with Section 53311) of the California Government Code (the "Act"), to establish (i) "City of Tracy Community Facilities District No. 2016-2 (ECFD)" (the "CFD"), (ii) an initial improvement area in the CFD designated "Improvement Area No. 1 of the City of Tracy Community Facilities District No. 2016-2 (ECFD)" ("Improvement Area No. 1"), and (iii) a future annexation area for the CFD (the "Future Annexation Area"); and

WHEREAS, pursuant to Resolution No. 2017-21, adopted by the City Council on February 7, 2017 (the "Resolution of Formation"), the City Council provided for, among other things, (i) the financing of certain public facilities (the "Facilities") by the CFD, (ii) the annexation of parcels in the Future Annexation Area to the CFD pursuant to a unanimous approval (a "Unanimous Approval") of the owner or owners of such parcels and (iii) in any such Unanimous Approval, the designation as a new improvement area (each, a "Future Improvement Area") of any territory annexing to the CFD and the identification and approval of the maximum amount of bonded indebtedness and other debt and the rate and method of apportionment of special tax for such Future Improvement Area; and

WHEREAS, pursuant to Resolution No. 2017-22, adopted by the City Council on February 7, 2017, the City Council declared the necessity to issue and sells bonds and incur other debt to finance the Facilities, including an amount not to exceed $53,000,000 in those portions of the CFD that are not in Improvement Area No. 1, with such amount to be allocated to Future Improvement Areas as described in the Resolution of Formation; and

WHEREAS, pursuant to Resolution No. 2019-244, adopted by the City Council on December 17, 2019 (the "Annexation Resolution"), the City Council acknowledged receipt of a Unanimous Approval executed by the owner (the "Property Owner") of Assessor's Parcel

Numbers 240-140-50, 240-140-51, 240-140-52 and 240-140-53 (the "Annexation Property"), which Unanimous Approval (i) identified, specified and approved the annexation of the Annexation Property to the CFD as a separate improvement area and other related matters and (ii) confirmed that the Unanimous Approval constituted the approval and unanimous vote of the Property Owner with respect to the matters addressed in the Unanimous Approval under the Act and Article XIIIA of the California Constitution; and

WHEREAS, pursuant to the Annexation Resolution, the City Council also, among other things, (i) confirmed that the Annexation Property had been added to the CFD as "Improvement Area No. 3 of the City of Tracy Community Facilities District No. 2016-2 (ECFD)" ("Improvement Area No. 3"), (ii) ratified and confirmed its direction to the City Clerk in the Resolution of Formation to record notice of the annexation pursuant to Section 3114.5 of the California Streets and Highways Code, (iii) ratified and confirmed its direction to the City Clerk to record a consolidated boundary map of the CFD to reflect the annexation of the Annexation Property to the CFD, (iv) confirmed that the maximum aggregate principal amount of bonds and other debt for Improvement Area No. 3, as specified in the Unanimous Approval, is $25,000,000 and (v) confirmed that the rate and method of apportionment of the special tax among the parcels of real property within Improvement Area No. 3, as specified in the Unanimous Approval (the "Improvement Area No. 3 Rate and Method"), was attached as Exhibit A to the Annexation Resolution; and

WHEREAS, the consolidated boundary map for the CFD was recorded in the real property records of San Joaquin County on June 25, 2020, in Book 7 of Maps of Assessment and Community Facilities Districts at page 016, as document number 2020-074938; and

WHEREAS, the Notice of Special Tax Lien for Improvement Area No. 3 was recorded in the real property records of San Joaquin County on June 25, 2020, as document number 2020-074939; and

WHEREAS, the City Council now wishes to provide for an initial series of bonds to be issued by the City, for and on behalf of the CFD with respect to Improvement Area No. 3, to be designated "Improvement Area No. 3 of the City of Tracy Community Facilities District No. 2016-2 (ECFD) Special Tax Bonds, Series 2025 (the "Bonds"), pursuant to a Fiscal Agent Agreement (the "Fiscal Agent Agreement") by and between the City, for and on behalf of the CFD, and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent"); and

WHEREAS, there have been submitted to the City Council certain documents described below providing for the issuance of the Bonds for the CFD with respect to Improvement Area No. 3 and the use of the proceeds of those Bonds, and the City Council, with the aid of its staff, has reviewed the documents and found them to be in proper order; and

WHEREAS, there has also been submitted to the City Council a form of preliminary Official Statement in connection with the marketing of the Bonds, and the City Council, with the aid of its staff, has reviewed the preliminary Official Statement; and

WHEREAS, in accordance with Government Code Section 5852.1, the City Council has obtained and disclosed the information set forth in Appendix A hereto; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds and the levy of the special taxes as contemplated by this resolution and the documents referred to herein exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act; now therefore be it

RESOLVED: That the City Council of the City of Tracy hereby finds that the foregoing recitals are all true and correct; and be it further

RESOLVED: Pursuant to the Act, this Resolution and the Fiscal Agent Agreement, the City Council hereby authorizes the Bonds to be issued in the principal amount not to exceed $19,000,000; and be it further

RESOLVED: The Bonds may be issued in one or more series, and the Bonds may be issued as federally taxable bonds or federally tax-exempt bonds, as determined by an Authorized Officer (as defined below); and be it further

RESOLVED: The Bonds shall be dated, bear interest at the rates, mature on the dates, be issued in the form, be subject to redemption, and otherwise be issued on the terms and conditions, all as set forth in the Fiscal Agent Agreement and in accordance with this Resolution; provided, however, that the true interest cost shall not exceed 7.00%; and be it further

RESOLVED: The Fiscal Agent, an Authorized Officer (as defined below) and other responsible officers of the City are hereby authorized and directed to take such actions as are required to cause the delivery of the Bonds upon receipt of the purchase price thereof; and be it further

RESOLVED: The City Council hereby finds that the issuance of the Bonds is in compliance with the Act, the Fiscal Agent Agreement and the City's "Amended Local Goals and Policies for Community Facilities Districts (CFDs)" adopted by the City Council on February 4, 2014, by Resolution No. 2014-019 ("Goals and Policies"); and be it further

RESOLVED: In furtherance of the issuance of the Bonds and pursuant to Section 53345.8 of the Act, the City Council hereby finds and determines that the value of the real property in Improvement Area No. 3 subject to the special taxes levied pursuant to the Act to pay debt service on the Bonds is at least three times the aggregate principal amount of the Bonds and the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Act on property within Improvement Area No. 3 or a special assessment levied on property within the Improvement Area No. 3. In making this finding, the City Council has relied upon the tax year 2025-26 assessed value of the taxable property in Improvement Area No. 3 ($326,562,401), the maximum authorized principal amount of the Bonds of $19,000,000 and the fact that there are no overlapping special tax or assessment bonds; and be it further

RESOLVED: To the extent permitted by law, the Mayor, the City Manager, the Assistant City Manager, the Finance Director or such other official of the City as may be designated by the City Manager (each, an "Authorized Officer"), acting alone, is hereby authorized and directed to execute and deliver the documents approved herein in substantially the form on file with the City Clerk, together with such additions, deletions or changes as are approved by such Authorized

Officer, including such additions, deletions or changes as are necessary or advisable to permit the timely issuance, sale and delivery of the Bonds, and the City Clerk is hereby authorized and directed to attest thereto. The approval of such additions, deletions or changes shall be conclusively evidenced by the execution and delivery by an Authorized Officer of the documents herein specified; and be it further

RESOLVED: The City Council hereby approves the Fiscal Agent Agreement, in substantially the form on file with the City Clerk. The terms and provisions of the Fiscal Agent Agreement, as executed, are incorporated herein by this reference as if fully set forth herein; and be it further

RESOLVED: The City Council hereby approves the Preliminary Official Statement prepared in connection with the Bonds in substantially the form on file with the City Clerk, together with any changes therein or additions thereto deemed advisable by an Authorized Officer; and be it further

RESOLVED: The City Council hereby approves and authorizes the distribution by the underwriter of the Bonds of the Preliminary Official Statement to prospective purchasers of the Bonds, and authorizes and directs an Authorized Officer on behalf of the City to deem the Preliminary Official Statement "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule") prior to its distribution to prospective purchasers of the Bonds; and be it further

RESOLVED: The execution of the final Official Statement, which shall include Bond pricing information, such other changes and additions thereto deemed advisable by an Authorized Officer, and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, shall be conclusive evidence of the approval of the Official Statement by the City; and be it further

RESOLVED: The City Council hereby approves the form of the Continuing Disclosure Certificate with respect to the Bonds in substantially the form thereof attached to the Official Statement on file with the City Clerk; and be it further

RESOLVED: The City Council hereby approves the Bond Purchase Agreement, between the City, for and on behalf of the CFD with respect to Improvement Area No. 3, and Piper Sandler & Co. (the "Underwriter"), in substantially the form on file with the City Clerk and made a part hereof as though set forth in full herein; and be it further

RESOLVED: An Authorized Officer is hereby authorized and directed to execute and deliver the Bond Purchase Agreement, subject to the requirement that the Underwriter's discount on the purchase of the Bonds may not exceed 1.50% of the par amount of the Bonds and the interest rate may not exceed the rate specified above; and be it further

RESOLVED: The City Council hereby approves the negotiated sale of the Bonds to the Underwriter pursuant to the Bond Purchase Agreement; and be it further

RESOLVED: The City Council hereby finds that sale of the Bonds to the Underwriter at a negotiated sale pursuant to the Bond Purchase Agreement will result in a lower overall cost than would be achieved by selling the Bonds at a public sale utilizing competitive bidding; and be it further

RESOLVED, In Resolution No. 2016-273, in which the City Council declared its intention to establish the CFD, the City Council authorized and directed the City Manager to enter into joint community facilities agreements under Section 53316.2 of the Act with other public agencies that will own or operate facilities financed by the CFD, and the City Council hereby approves, confirms and ratifies execution and delivery by the City Manager of a Joint Community Facilities Agreement with Surland Communities LLC and the Jefferson School District, under which the CFD will finance school facilities to be owned and operated by Jefferson School District; and be it further

RESOLVED: The City Council hereby approves, confirms and ratifies all actions heretofore taken by the officers and agents of the City with respect to the establishment of the CFD, the annexation of the Annexation Property to the CFD as Improvement Area No. 3, the approval of the Improvement Area No. 3 Rate and Method, the approval of bonded indebtedness and other debt for the CFD with respect to Improvement Area No. 3, and the sale and issuance of the Bonds; and be it further

RESOLVED: The City Council hereby authorizes and directs the appropriate officers of the City to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds in accordance with this resolution, including but not limited to any actions required in connection with issuance of ratings a municipal bond insurance policy with respect to the Bonds, a debt service reserve fund insurance policy with respect to the Bonds, and any certificate, agreement, and other document described in the documents herein approved; and be it further

RESOLVED: The City Council hereby authorizes a designee of an Authorized Officer to take any actions authorized by the City Council to be taken by an Authorized Officer, and such action by the designee of an Authorized Officer shall have the same force and effect as if taken by the Authorized Officer; and be it further

RESOLVED: This resolution shall take effect from and after its adoption. The provisions of any previous resolutions in any way inconsistent with the provisions hereof in and for the issuance of the Bonds as herein described are hereby repealed.

* * * * * * * *

The foregoing Resolution 2025-__ was adopted by the Tracy City Council on the 7th day of October, 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

Appendices:

Appendix A: Government Code Section 5852.1 Disclosure

APPENDIX A

Government Code Section 5852.1 Disclosure

The good faith estimates set forth herein are provided with respect to the Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the City by CSG Advisors Incorporated, the City's Municipal Advisor in consultation with Piper Sandler & Co., Underwriter of the Bonds.

Principal Amount. The Municipal Advisor has informed the City that, based on the CFD financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Bonds to be sold is **$16,915,000** (the "Estimated Principal Amount"), which excludes approximately **$12,000** of net original issue premium estimated to be generated from current market pricing, and results in total Net Proceeds in the amount of **$16,927,000**. Net original issue premium is generated when, on a net aggregate basis for a single issuance, the prices paid for the bonds are higher than the face values of such bonds.

True Interest Cost of the Bonds. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Bonds is sold as a single series of tax-exempt bonds, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, is **5.31%**.

Finance Charge of the Bonds. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Bonds), is **$586,000**. Such fees and charges include fees for bond and disclosure counsel, municipal advisor, rating agency, special tax consultant, fiscal agent, city attorney and staff time related to bond issuance, printing, and underwriting, and excluding any premiums with respect to credit enhancements, such as bond insurance.

Amount of Proceeds to be Received. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Bonds is sold less original issue discount, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received on behalf of the CFD and Improvement Area No. 3 for sale of the Bonds, less the finance charge of the Bonds, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Bonds, is **$14,625,000**.

Total Payment Amount. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments that the Improvement Area No. 3 property owners will make to pay debt service on the Bonds, plus the finance charge for the Bonds, as described above, not paid with the proceeds of the Bonds (including the Bond proceeds deposited into a debt service reserve fund), calculated to the final maturity of the Bonds, is **$35,294,000**.

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of

proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Bonds sold being different from the Estimated Principal Amount, (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the CFD financing plan, delays in the financing, or a combination of such factors. The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by the City based on the timing of the need for proceeds of the Bonds and other factors. The actual interest rates borne by the Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the City.

October 7, 2025

Agenda Item 4.B

RECOMMENDATION

Staff recommends the City Council consider the three (3) names recommended by the Parks and Community Services Commission and select one (1) for the naming of the Multi-Generational Recreation Center.

EXECUTIVE SUMMARY

The City Council, Policy D-2 (Resolution No. 2021-013) allows for the selection and approval of names for public buildings, parks, and recreation facilities. The Parks, Recreation & Community Services Department has coordinated the process for naming the Multi-Generational Recreation Center through public input. Following the closing of the public solicitation of names, the top three (3) names (in priority order) chosen by the Parks & Community Services Commission are being recommended to Council for their review and selection of one (1) name for the new Multi-Generational Recreation Center.

BACKGROUND AND LEGISLATIVE HISTORY

On February 2, 2021, the City Council amended guidelines and procedures in Council Policy D-2, Naming of Public Buildings, Parks, and Recreation Facilities (Resolution No. 2021-013). These guidelines include policies for consideration of names, procedures that allow for public input, and review of applications at a public Parks & Community Services Commission meeting. The top three names (in priority order) from the Parks Commission are then forwarded to the City Council for final approval.

ANALYSIS

On May 1, 2025, the Parks, Recreation and Community Services department initiated the solicitation of names for the Multi-Generational Recreation Center through the local newspaper (Tracy Press), on social media, on the City of Tracy website, and through an email to stakeholders and community groups. Public solicitation of names was open for a period of 30 days. The Parks, Recreation and Community Services department received 23 applications, 16 of which were complete and 7 were incomplete.

On August 7, 2025, staff brought this item to the Parks & Community Services Commission to review all 23 applications (which included the 7 incomplete). Following that discussion, the Commission is recommending the following names in priority order for the City Council's consideration for the Multi-Generational Recreation Center:

(1) The TRAC (Tracy Recreation Activity Center)
(2) City of Tracy Recreation Center
(3) Dr. Nancy D. Young Recreation Center

Once the building name has been officially accepted, staff will coordinate with the construction contractor to update all building signage accordingly. In addition, staff will begin updating all marketing materials, the City website, and any other related public-facing platforms to reflect the new name.

PUBLIC OUTREACH/INTEREST

Community outreach was conducted for 30 days through social media, Tracy Press, and emails to stakeholders and community groups.

FISCAL IMPACT

Signage related to the facility name was included in the overall project scope and was part of the construction contract. There is no direct fiscal impact associated with this action.

CEQA DETERMINATION

This item is exempt from the California Environmental Quality Act based on CEQA Guidelines Section 15061(b)(3), the commonsense exemption, which states that a project is not subject to CEQA "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment".

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends the City Council consider the three (3) names recommended by the Parks and Community Services Commission and select one (1) for the naming of the Multi-Generational Recreation Center.

Prepared by: Justin Geibig, Recreation Services Supervisor

Reviewed by: Jolene Jauregui-Correll, Parks, Recreation & Community Services Manager
Brian MacDonald, Parks, Recreation, & Community Services 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 - Applications Submitted
Attachment B - Naming Public Buildings, Parks, and Facilities Policy

Attachment A

City of Tracy
Parks & Recreation Department

333 Civic Center Plaza
Tracy, CA 95376

(209) 831.6200

Think Inside the Triangle™

NOMINATION FOR NAMING
PUBLIC BUILDINGS, PARKS, AND FACILITIES

DATE OF NOMINATION 05/14/25

NOMINATOR: Parks, Recreation & Community Services Department (Project Developer)

ADDRESS: 333 Civic Center Plaza, Tracy, CA 95376

PHONE: (209)831-6200

RECOMMENDED NAME: "The TRAC" (Tracy Recreation and Activity Center)

LOCATION: New Multi-Generational Recreation Center facility

_____	MINI PARK	_____	NEIGHBORHOOD PARK
_____	COMMUNITY PARK	_____	LINEAR PARK
_____	SPORTS COMPLEX	_____	SPECIAL USE PARK
_____	OPEN SPACE / CONSERVATION LAND	_____	PUBLIC BUILDING
X	PUBLIC FACILITY	_____	OTHER

IF A FAMILY MEMBER, WHAT IS THE RELATIONSHIP? _____

The policy for naming public buildings, parks and facilities is attached. The City of Tracy requests that the nominator review the attached policy and prepare a 1-2 page summary of how the recommended name meets one or more of the considerations listed in items #1-#7 attached. Please be as **complete as possible.**

Example:

- Involvement and Commitment to Community
- Local Clubs and Organizations Served
- Schools Attended
- Significance to City of Tracy
- Why nominating the person

Submit this form and summary via mail to the address below or email directly to: parks@cityoftracy.org

Parks & Recreation Department
Attn: Parks & Recreation Director
333 Civic Center Plaza
Tracy, CA 95376

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

PARKS, RECREATION & COMMUNITY SERVICES
DEPARTMENT

MAIN 209.831.6200
FAX 209.831.6218
www.cityoftracy.org

MEMORANDUM

Date: May 14, 2025
To: City Council and the Parks and Community Services Commission
From: Parks, Recreation & Community Services Department
Subject: Justification for Naming the Multi-Generational Recreation Center "The TRAC" (Tracy Recreation Activity Center)

Purpose

The purpose of this memorandum is to formally recommend the naming of the City of Tracy's new Multi-Generational Recreation Center as **"The TRAC" (Tracy Recreation Activity Center)**. This recommendation is submitted by the Parks, Recreation & Community Services Department, the project developer, and is based on a comprehensive evaluation of naming criteria outlined in **Council Policy D-2**.

Justification

1. Functionality, Landmark Identity and Alignment with Community Values
In accordance with Section 4 of the naming policy, "The TRAC" (Tracy Recreation Activity Center) clearly communicates the function of the facility—recreation and activities—while providing a name that is memorable, easy to use, and brandable for both internal and public-facing purposes. Like other successful civic and campus recreation centers that use acronyms (e.g., The CORE in Sacramento; CRC in Temecula; ARC at UC Irvine; SRC at UC Riverside), this naming approach reflects a proven standard for creating strong, recognizable facility identities.

Additionally, "The TRAC" subtly references the center's most distinctive feature—an indoor running track, the first of its kind open to the public in Tracy—thereby enhancing the facility's branding and reinforcing a key element of its design and function. The acronym further supports the City's broader goals for its parks and recreation system by embracing inclusive, multigenerational participation. These principles are echoed throughout the Citywide Parks, Recreation & Trails Master Plan, which emphasizes the importance of equitable access, accessibility, and diverse recreational offerings that serve all ages and backgrounds.

By choosing a name that is broad in appeal and encourages community engagement, "The TRAC" supports the City's long-range vision for parks and recreation: to create welcoming and dynamic spaces that reflect Tracy's values today and in the future.

2. Historical and Cultural Relevance
Per Section 2 of the policy, the name also draws a meaningful connection to Tracy's origins. The city's historical ties to the railroad are subtly honored through the word "track," while "The TRAC" reinterprets this legacy into a modern symbol of movement, health, and community engagement.

3. Community Appeal and Everyday Accessibility
The name "The TRAC" resonates with the community by being simple, conversational, and relatable. It lends itself easily to everyday use—phrases like "I'm heading to The TRAC" or "Join us at The TRAC" naturally invite participation. These qualities foster a sense of familiarity and connection, which are important for cultivating long-term community pride and ownership.

Through community engagement during the Parks, Recreation & Trails Master Plan process, residents expressed a desire for recreational amenities that are approachable, welcoming, and useful to all generations. "The TRAC" captures that intent—not through formality, but through accessibility of language and spirit. It signals a space that belongs to everyone in the community, supporting the Master Plan's call for socially connected, vibrant public spaces.

4. Alignment with City Branding – TRACER
A particularly compelling rationale for the name "The TRAC" is its natural alignment with TRACER, the City of Tracy's public bus transit system. Both names originate from the same core—Tracy + movement—and reflect the City's broader commitment to public services that promote connectivity, access, and community well-being.

TRACER plays a vital role in linking residents to essential destinations throughout the city, and similarly, The TRAC will serve as a hub for physical activity, health, and social engagement. The shared naming convention is more than coincidental—it subtly communicates a unified vision for Tracy as a place where movement, accessibility, and inclusivity are prioritized across all municipal services.

This kind of internal brand cohesion not only enhances recognition and trust among residents but also reflects intentionality in how public spaces and services are named, promoted, and experienced.

5. Support for Unified Civic Identity
"The TRAC" presents a name that is uniquely Tracy—rooted in its past, relevant to its present, and aspirational in its outlook. It communicates function, reflects community values, and supports an enduring identity for a cornerstone civic facility.

Recommendation

The Parks, Recreation & Community Services Department respectfully recommends that the Parks and Community Services Commission endorse the proposed name, **"The TRAC (Tracy Recreation Activity Center),"** and forward this recommendation to the City Council for final approval.
We thank you for your consideration and your continued dedication to building a connected, healthy, and vibrant Tracy.

Prepared by:
Parks, Recreation & Community Services Department
City of Tracy

City of Tracy
Parks & Recreation Department

333 Civic Center Plaza
Tracy, CA 95376

(209) 831.6200

TRACY

Think Inside the Triangle™

NOMINATION FOR NAMING
PUBLIC BUILDINGS, PARKS, AND FACILITIES

DATE OF NOMINATION May 27 2025

NOMINATOR: Gary Dobler

ADDRESS: [redacted]

PHONE: [redacted]

RECOMMENDED NAME: City of Tracy Recreation Center (you have the best name already)

LOCATION: new rec center

_____	MINI PARK	_____	NEIGHBORHOOD PARK
_____	COMMUNITY PARK	_____	LINEAR PARK
_____	SPORTS COMPLEX	_____	SPECIAL USE PARK
_____	OPEN SPACE / CONSERVATION LAND	_____	PUBLIC BUILDING
_____	PUBLIC FACILITY	_____	OTHER

IF A FAMILY MEMBER, WHAT IS THE RELATIONSHIP? use no personal name for this rec center

The policy for naming public buildings, parks and facilities is attached. The City of Tracy requests that the nominator review the attached policy and prepare a 1-2 page summary of how the recommended name meets one or more of the considerations listed in items #1-#7 attached. Please be as **complete as possible.**

Example:

- Involvement and Commitment to Community
- Local Clubs and Organizations Served
- Schools Attended
- Significance to City of Tracy
- Why nominating the person

Submit this form and summary via mail to the address below or email directly to: parks@cityoftracy.org

Parks & Recreation Department
Attn: Parks & Recreation Director
333 Civic Center Plaza
Tracy, CA 95376

City of Tracy
Parks & Recreation Department

333 Civic Center Plaza
Tracy, CA 95376

(209) 831.6200

94

Think Inside the Triangle™

NOMINATION FOR NAMING
PUBLIC BUILDINGS, PARKS, AND FACILITIES

DATE OF NOMINATION 5-27-25

NOMINATOR: Rhonda Henderson

ADDRESS: [redacted]

PHONE: [redacted]

RECOMMENDED NAME: Dr. Nancy Young

LOCATION: Multi Generational Building

_____	MINI PARK	_____	NEIGHBORHOOD PARK
_____	COMMUNITY PARK	_____	LINEAR PARK
_____	SPORTS COMPLEX	_____	SPECIAL USE PARK
_____	OPEN SPACE / CONSERVATION LAND	__X__	PUBLIC BUILDING
_____	PUBLIC FACILITY	_____	OTHER

IF A FAMILY MEMBER, WHAT IS THE RELATIONSHIP? _____

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City of Tracy
Parks & Recreation Department
333 Civic Center Plaza
Tracy, CA 95376
May 6, 2025

NOMINATION FOR NAMING
PUBLIC BUILDINGS, PARKS, AND FACILITIES

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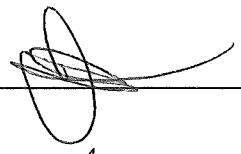
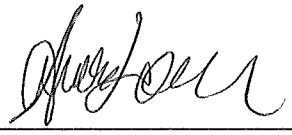
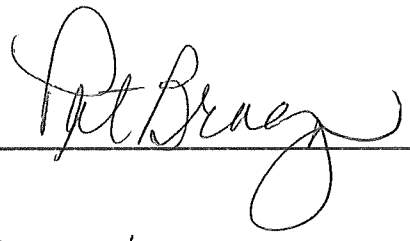
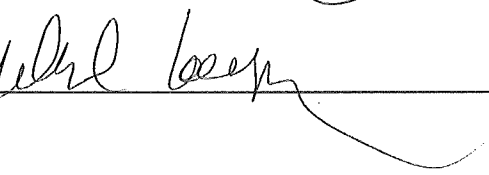
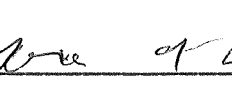
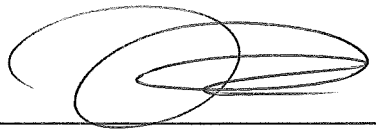
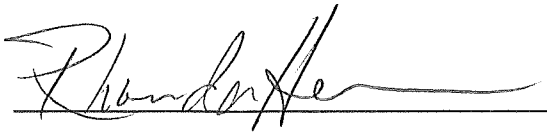
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With this letter of support, The Tracy Golden Agers officially nominate Dr. Nancy D. Young.

PETITION FOR THE NOMINATION OF **Dr. Nancy D. Young**

NAME (PRINT)	SIGNATURE
Deborah Wright	
Desmond Johnson	
Ricardo Benitez	
Tyler Wacktel	
Aleber Alonzo	

Jose Reyes	
Alen Soundara	
Susan Lamar	
PAT BRAGA	
WILLARD COOPER	
MARIO MARTINEZ	
YVONNE DIVERES	
ally ortuno	ally
RHONDA HENDERSON	

Melvin Davis

paiton Brewer

Kelly O'Neal

Garland Nesbitt

LeSHAWN JACKSON

Kore Jackson

Job Austin

Jkhari Campbell

ZACH EATON

David Shorde

Corey McClendon

Alyssa Santellano

Stephen Callahan

Stephanie Callahan

Samuel Callahan

Sandra James

Frank Stover

Ricky Chi

Amanda Buckman

Nicholas Healey

JIM ROBESON	Jim Robeson
ANTHONY GRANADOS	
Andy Martinez	
Denise Okubo	Denise Okubo
TYRONE MORRISON	
Dorian Morrison	Dorian Morrison

City of Tracy
Parks & Recreation Department
333 Civic Center Plaza
Tracy, CA 95376
May 6, 2025

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PUBLIC BUILDINGS, PARKS, AND FACILITIES

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PETITION FOR THE NOMINATION OF **Dr. Nancy D. Young**

NAME (PRINT)	SIGNATURE
Cheryle Murchison-Church	Cheryle Murchison-Church
Dolores Lewis	Dolores Lewis
Chester McIntosh	Chester McIntosh
Clarence Church	Clarence Church
Vickie Williams	Vickie Williams

JEROME CLEVELAND

CARLTON EDWARDS

Andre Benson Sr.

Tammy Benson

Nellie Busby

FRANCES B. HARRIS

Kat Garcia

Patricia Ward

JAMES D WARD

[signature]	Cherisse Soares
Ana M Heredia	Ana M Heredia
[signature]	Joey Simas
[signature]	Coreen Farrar
Veronica Rodriguez	[signature]
Marlene Velasquez	[signature]
Marisa Thompson	[signature]
Lucy Estores	[signature]
Nicole Balfour	[signature]
Fernando Sam	[signature]

Navinder Kaur

Kennica Malespin

Olga Gomez

Arlina Spielman

Julie Jones

Maria Taracena

Debbie Turner

Shamelka Alcingbemila

Donelle Shorter

Sarai Johnson

PRISCILLA VILLARREAL ocapal6226@yahoo.com	PVillarreal
Paul Jones jonesem@aol.com	
Anneliese Salyian	
Riccardo Clegg	
John Miles	

City of Tracy
Parks & Recreation Department
333 Civic Center Plaza
Tracy, CA 95376
May 6, 2025

NOMINATION FOR NAMING
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With this letter of support, The Tracy Golden Agers officially nominate Dr. Nancy D. Young.

PETITION FOR THE NOMINATION OF **Dr. Nancy D. Young**

NAME	SIGNATURE
Sherron Conley	Sherron Conley
	James Henderson
Lois Meeker	
	Louise Williams
Andronikki Wahhab	

Samson Hayilu

Ron Tate

Alberto Velasquez

Somaia Mihdi

CHRIS FAIRCLESS

Norma Flores

Renada Graee

Cody Moss

City of Tracy
Parks & Recreation Department

333 Civic Center Plaza
Tracy, CA 95376

(209) 831-6200

TRACY

Think Inside the Triangle™

NOMINATION FOR NAMING
PUBLIC BUILDINGS, PARKS, AND FACILITIES

DATE OF NOMINATION 5/20/25

NOMINATOR: John C. Kimball High School Students

ADDRESS: [redacted]

PHONE: [redacted]

RECOMMENDED NAME: Dr. Nancy Young Recreation Center

LOCATION: MARC at 250 Kavanagh Avenue, Tracy, CA

___	MINI PARK	___	NEIGHBORHOOD PARK
___	COMMUNITY PARK	___	LINEAR PARK
___	SPORTS COMPLEX	___	SPECIAL USE PARK
___	OPEN SPACE / CONSERVATION LAND	___	PUBLIC BUILDING
X	PUBLIC FACILITY	___	OTHER

IF A FAMILY MEMBER, WHAT IS THE RELATIONSHIP? ___

The policy for naming public buildings, parks and facilities is attached. The City of Tracy requests that the nominator review the attached policy and prepare a 1-2 page summary of how the recommended name meets one or more of the considerations listed in items #1-#7 attached. Please be as **complete as possible.**

Example:

- Involvement and Commitment to Community
- Local Clubs and Organizations Served
- Schools Attended
- Significance to City of Tracy
- Why nominating the person

Submit this form and summary via mail to the address below or email directly to: parks@cityoftracy.org

Parks & Recreation Department
Attn: Parks & Recreation Director
333 Civic Center Plaza
Tracy, CA 95376

May 20, 2025

From

Shivani Shibu and John C Kimball High School Students
Tracy, 95377

To

Parks & Recreation Department
Attn: Parks & Recreation Director
333 Civic Center Plaza
Tracy, CA 95376

Dear Parks & Recreation Director, City of Tracy

My name is Shivani Shibu and I am a junior at John C. Kimball High School in Tracy. I am writing this letter on behalf of myself and several of my schoolmates to enthusiastically nominate Dr. Nancy Young as the namesake of the new Multi-Generational Recreation Center (MGRC) in El Pescadero Park, Tracy. We respectfully propose the name "Dr. Nancy Young Recreation Center."

As high school students and young members of this city, we've seen firsthand how Dr. Young's leadership, compassion, and tireless service have touched lives across every generation. I personally had the privilege of interning with Dr. Young as an intern on the Mayor's Wall Project, which brought long-overdue recognition to past community leaders and Mayors who were never formally honored. This initiative, which now graces the foyer of Tracy City Hall, was a perfect example of Dr. Young's belief in shining a light on others and ensuring no contribution to our community goes unnoticed.

That project—and her mentorship—deeply inspired me to pursue a future in public service and public health. But what's even more meaningful is that I'm not alone in this. My friends and fellow students at Kimball High School have also been inspired by Dr. Young's example. Her commitment to uplifting youth, especially those who often go unheard, has opened doors for us that didn't exist before.

Dr. Nancy Young served as Mayor of Tracy from 2020 to 2024, after eight years on the Tracy City Council (2012–2020) and a term as Mayor Pro Term (2019–2020). She also holds the distinction of being the first elected female mayor in the 150-year history of Tracy—a milestone that represents more than just a title. It represents hope, courage, and the strength of diversity. Dr. Young's leadership has shown young women and students of color in our city that we, too, belong at the table.

Her record of youth empowerment speaks for itself:

- She championed the Mayor's Community Youth Support Expansion, which allowed students like us to access paid internships and work experience.
- In 2023, thanks to her advocacy, two high school student seats were created on the Proposed Environmental Sustainability Commission, giving teens a real voice in shaping the future of our environment and city.
- She was instrumental in passing Measure V in 2016, which provided the very funding that made the MGRC possible—including its construction, staffing, and long-term maintenance.

This new 61,300-square-foot facility is designed to serve residents of all ages and backgrounds. It includes a gymnasium, teen lounge, technology and maker space, a running track, and much more. What better name could represent such a space than someone who has spent her life building bridges between generations, investing in youth, and creating access for all?

Dr. Young is more than a former mayor. To us, she is a mentor, a role model, and a symbol of what's possible when you lead with heart, integrity, and vision. Naming this center after her would not only honor the person who helped make it a reality—it would also inspire future generations of Tracy residents, students, and leaders.

We respectfully urge the City of Tracy to name this new space the Dr. Nancy Young Recreation Center, and allow her legacy to live on in the place that so perfectly reflects her values and lifelong commitment to our community.

Sincerely,
Shivani Shibu
Junior, John C. Kimball High School

Signed in support by:

(1) Sarem Girmai
(2) Geethika Geethika
(3) Lauvian Lucero
(4) Sophia Jung
(5) Jasvitha Kanaparthi
(6) Piyush Bajaj
(7) Woojin Kwon
(8) Cedric Coffey
(9) Harshith Chemudugunta
(10) Felix Matamis
(11) Jasmine Weber
(12) Sabrina Gomes (Sabrina Gomes)
(13) Rihanna Candy Bwata
(14) Ritvik Chemudugunta
(15) Adan Sanchez Gonzalez

From: Parks Department
To: Andrea Pedigo
Subject: FW:
Date: Monday, June 2, 2025 8:13:24 AM

Norma Padilla | Administrative Assistant
City of Tracy | Parks, Recreation & Community Services
333 Civic Center Plaza | Tracy, CA 95376
Office (209) 831.6212

From: [redacted]
Sent: Friday, May 30, 2025 12:37 PM
To: Parks Department <parks@cityoftracy.org>
Subject:

You don't often get email from 10359597@student.tusd.net. Learn why this is important

Caution: This is an external email. Please take care when clicking links or opening attachments.

Dear Parks and Recreation Committee,

My name is Geethika Marusetti, and I am a student at Kimball High School. On behalf of the teachers at John C. Kimball High School, I'm attaching a list of signatures in support of the proposal to name Tracy's new Multi-Generational Recreation Center as the "Dr. Nancy Young Recreation Center".

Dr. Young has been instrumental in advocating for teacher resources, improving student services, and strengthening community partnerships. Her leadership has led to various initiatives as detailed in the attached petition, which have positively impacted both educators and students alike.

This petition reflects the collective voice of our educators, who are deeply invested in the well-being of our students, schools and the greater Tracy community.

The teachers of Kimball High believe that this name would honor the dedication and years of service Dr. Young gave to the Tracy community. We respectfully ask you to consider "Dr. Nancy Young Recreation Center" as the name for the new MGRC.

Thank you for your time and consideration. Please feel free to reach out to any of the teachers who signed this petition if you have any questions or email Mr. Tyler Mullen. [English Teacher, tmullen@tusd.net]

Sincerely,

Geethika Marusetti on behalf of Kimball High School teachers

RECEIVED
5/21 JS in person

TRACY

Think Inside the Triangle

City of Tracy
Parks & Recreation Department

333 Civic Center Plaza
Tracy, CA 95376

(209) 831.6200

79

NOMINATION FOR NAMING
PUBLIC BUILDINGS, PARKS, AND FACILITIES

DATE OF NOMINATION 5-13-2025

NOMINATOR: Tracy Golden Agers

ADDRESS: [redacted]

PHONE: 510-207-5212

RECOMMENDED NAME: Dr. Nancy D. Young Recreational Center

LOCATION: El Pescadero Park, Tracy

_____	MINI PARK	_____	NEIGHBORHOOD PARK
_____	COMMUNITY PARK	_____	LINEAR PARK
_____	SPORTS COMPLEX	_____	SPECIAL USE PARK
_____	OPEN SPACE / CONSERVATION LAND	x	PUBLIC BUILDING
_____	PUBLIC FACILITY	_____	OTHER

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City of Tracy
Parks & Recreation Department
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May 6, 2025

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PETITION FOR THE NOMINATION OF **Dr. Nancy D. Young**

NAME	SIGNATURE
Joy L. Stewart-Daniels	
Pamela A. Tyler	
Jamie Edwards	
Gwendolyn Stewart	
Janet Knight	

RHONDA HENDERSON Rhonda Henderson

Jocelyn Abram Jocelyn Abram

Sharon Williams Sharon Williams

Rosemary DeAna Rosemary DeAna

BONNIE BOULIGNY Bonnie Bouligny

Joseph Ransom Joseph Ransom

Dr. Minnie Ransom Minnie Ransom

Georgia Hawthorne Georgia Hawthorne

CARRIE VAUGHN Carrie Vaughn

Kathleen B. Staten | Kathleen B. Staten

Marylyn Broxton | Marylyn Broxton

Margaret Boyd | Margaret Boyd

SUE SOTO | Denis Martinez
DENIS MARTINEZ

Francis Romano | F Romano

ROSE NGUYEN | Bill Johns
ROSE NGUYEN | BILL JOHNS

Terry Donaldson | ROWENA DONALDSON
TERRY DONALDSON | ROWENA DONALDSON

JAMES IOUM

Willie McDowell | Mercedes Patrick
Willie McDowell | MERCEDES PATRICK

MAE ENNIS	Mae R Ennis
Lougenia Burton	Lougenia Burton
SUSAN EVERHART	Susan Everhart
Valerie Bracamonte	VALERIE BRACAMONTE
Olivia Teer	Olivia Teer
Ramona Rosten	Ramona Rosten
GWENDOLYN P. WHITFIELD	Gwendolyn P. Whitfield

PRINT NAME	SIGN NAME
Linda Shanks	510-910-4764
Gwen Gee	Gwen Gee
Mona McClain	Mona L McClain
CHARLIE Glenn	Charlie Glenn
Lm Faulkner	
M Pulliano	
MARIBEL ABARCA	
Carmen Vilath	
SONIA SAMPRANO	
MELY ESTEVES	

Dave Vigil

Angelina Jimenez

Dwayne White

Johnnie Keels

Alvin Harrell

Norvella Harrell

Susan Capio

Miriam Esparteno

Pat Quevalcoba

~~Georgia Yarbro Alexander~~

Mariza Dyer

Rica Rivera

Gloria Purvis	Gloria Purvis
Ervin Purvis	ERVIN Purvis
Diane Taylor	Diane Taylor
William Rodgers	Williams Rodgers
marcelina Blea	→
GGrace	GWENDOLYN Grace
Jenny	Jacque Fenwick
Enell Evans	Enell Evans
GARY COOPER	
Tammy Skinner	Tammy Skinner

Shelia Patterson

MARION O'BANNON

MELY ESTEVES

Amie Casanova

Juanita Clemens

James Elliott

Janice Bluford

Kenneth Bluford

Belinda Harris

Billie Bolden

Mark E. Voss	
Clara Voss	Rick Voss
Clara Voss	Richard Voss

City of Tracy
Parks & Recreation Department

333 Civic Center Plaza
Tracy, CA 95376

(209) 831.6200

Think Inside the Triangle™

NOMINATION FOR NAMING
PUBLIC BUILDINGS, PARKS, AND FACILITIES

DATE OF NOMINATION 5/15/25

NOMINATOR: Veronica Peterson

ADDRESS: [redacted]

PHONE: [redacted]

RECOMMENDED NAME: Dr. Nancy D. Young Recreation Center

LOCATION: Multi-Generational Recreation Center

_____	MINI PARK	_____	NEIGHBORHOOD PARK
_____	COMMUNITY PARK	_____	LINEAR PARK
_____	SPORTS COMPLEX	_____	SPECIAL USE PARK
_____	OPEN SPACE / CONSERVATION LAND	_____	PUBLIC BUILDING
X	PUBLIC FACILITY	_____	OTHER

IF A FAMILY MEMBER, WHAT IS THE RELATIONSHIP? Mother of Dr. Nancy D. Young

The policy for naming public buildings, parks and facilities is attached. The City of Tracy requests that the nominator review the attached policy and prepare a 1-2 page summary of how the recommended name meets one or more of the considerations listed in items #1-#7 attached. Please be as **complete as possible.**

Example:

- Involvement and Commitment to Community
- Local Clubs and Organizations Served
- Schools Attended
- Significance to City of Tracy
- Why nominating the person

Submit this form and summary via mail to the address below or email directly to: parks@cityoftracy.org

Parks & Recreation Department
Attn: Parks & Recreation Director
333 Civic Center Plaza
Tracy, CA 95376

Purpose And Reasoning For My Nomination

I am nominating Dr. Nancy D. Young's name to be placed on PUBLIC FACILITY BUILDING location MULTI-GENERATIONAL RECREATION CENTER (MGRC).

If I only have a moment of your time as you are reading this, it is imperative that you capture my sentiments on the importance of naming the MGRC after Dr. Nancy D. Young. Seeing her name on this building would be an honor to the first female and black Mayor of our City. It would be the physical manifestation of what hard work and dedication can reward you with if you believe in the work you do. It will show little boys and girls what is possible for someone who is a person of color or someone who looks different or comes from a different background than those around them. It would be a long-lasting record of recognizing diversity.

I have always been a personal witness to her sixteen (16) plus years of service in the city of Tracy. Beginning with her participation in city politics by attending City Hall and the regular Council Meetings. When she decided to run for the council, she was off and running from there. Please see Dr. Young's civic resume (attached and titled "Nancy Young Civic Resume"). Within her resume, she lists her opening statement, her elected/appointed experience, her civic/nonprofit experience, and city/external boards experience. This non-exhaustive resume also includes her volunteer work along with events/programs & accomplishments, her business/work experience, awards and education.

After reviewing her resume, it should be perfectly clear as to why Dr. Young has earned the honor of having the MGRC named after her. If you are not able to review her resume, please allow me to share a few highlights that I believe should be brought to the forefront. Her civic/nonprofit experience involves her commitment to well over 10 organizations and nonprofits covering over 29 years of partnership and leadership particularly her experience with Senior advocacy connected with Tracy Golden Agers and Tracy Senior Association. Her city/external boards include over 20 boards she has either been elected to or assigned to sit on over the past 12 years. Her volunteer work has spread over the last 15 years for the city of Tracy ranging from Academic Decathlon Coach at West High to volunteering to plant trees for Tracy Tree Foundation Day. Her events/programs/accomplishments range from working hard to pass Measure V, supporting Youth support expansions, bridging the community together via Tracy Connects, proposing environmental sustainability commission, homelessness ad hoc for the city and financial sustainability ad hoc for the city for the last decade. It should be mentioned that Tracy Connects has successfully been an intricate part of Tracy for the last 5 years. Tracy Connects was an event created by Dr. Young through the Tracy Chamber of Commerce, but now as of this year, its 5th year, it continues through her nonprofit (The Young Connects) to ensure Tracy is connected to all the proper resources available to them. Related to her awards, she has been recognized with over 13 awards for her outstanding

leadership, partnership and community advocacy ranging from a Susan B Anthony award, to her US Congressional Medal for Service in the Community for Youth, US Congressman Jeff Denham, 10th District, to her Inaugural Female Adult Mentor of the year with Sow a Seed Foundation, to the Esther Award for her spiritual leadership in her community and lastly awards and recognition as a best selling author for books ranging from spiritual guidance to leadership in the workforce and community. Another honorable mention is her leading the Student Discovery Program at Kimball High School from 2010-2020.

Dr. Young was and remains a strong candidate and advocate for this honor. Dr. Young is the first elected Black Female Mayor of Tracy, Ca. Despite the many challenges and attacks that she and her family have endured, she remained and continues to remain focused and committed to making sure the City of Tracy's profile is elevated on a broader stage and brings visibility and well-deserved attention to this great city.

Although this is not a donated benefactor, Dr. Nancy Young was intricately responsible for championing Measure V, which is the main source for the building of this recreational facility. She has been diligent in getting the MGRC built for generations to come. Her foresight, insight and dedication has led us to the moment we can now say the MGRC is now established and a reality.

Based upon your policy for naming MGRC, Dr. Nancy D Young is more than qualified to be nominated and comply within your policies of this specific site. You may have many nominations, but the nominations fall short of meeting all requirements to be named on the MGRC. I have attached a document titled "Policy Naming with comments" that will further prove the historical relevance naming MGRC after Dr. Young. Naming the MGRC after Dr. Nancy Young would complete the historical context for that area- the park itself, El Pescardero pays homage to the Pescadero Ranches that were originally located north of Grant Line Blvd., the school adjacent to the MGRC location is named North School which represents the most northern part of Tracy and naming the facility after Dr. Young, the first black female Mayor would represent the areas where the black community historically settled upon (Larch Rd. and Clover Road). This would complete the fullness of our historical context and address the systematically deleted parts of our city's history.

Dr. Young has extensively travelled thousands of miles, attended every conference, seminar, workshops, etc. that enabled the city of Tracy to receive grants and support for the greater good, including jobs and ultimately promoting the approval and building of MGRC. There is a long record of Dr. Young going above and beyond her call of duty to pursue every opportunity to make Tracy a great city and community for all residents. She has always kept Family and business growth as her nucleus when working and fighting for Tracy.

Now that you have a better perspective of Nancy from a political and professional standpoint, allow me to bring you in a little closer to Nancy, my daughter on a personal note. I have known Nancy her entire life. I have witnessed the minutes, hours, days, months and years that Nancy has sacrificed for the greater good of Tracy. We have experienced the celebrations and holidays missed with Nancy in the name of her going to the furthest extent to champion for Tracy. She has gone above the call of political leadership to work tirelessly to benefit the city of Tracy. Her passion for community has come at a price and sometimes fell at the expense of family time. She has always cared about helping elevate the voices in her community and knew despite her sacrificing time to be with us, it would be for the greater good of her city. But she always thought her hard work would be a reflection to little girls and boys who may not have seen a person of color making a difference in the community. They may not know that it could be done for someone that looks like them or looks like someone they love. Her name on the MGRC would be an honor and a constant reminder to everyone in Tracy and abroad to physically see what possibilities can be if you just believe in what you are doing. Seeing Dr. Nancy D. Young's name on the MGRC would be a reminder of what dreams and dedication can manifest.

I have also attached a document titled "Petition for naming MGRC after Dr. Nancy D Young" that lists supporters (personal family and friends) of Dr. Young's nomination.

Thank you for your time and attention to my nomination.

Veronica Peterson

[redacted]

Attachments included in my nomination packet (via email)

1. Park Nomination Form
2. Nancy Young rec center nomination letter
3. Petition for naming MGRC after Nancy D Young
4. Policy Naming (with comments)

Naming Public Buildings, Parks and Recreation Facilities Policy Number: D- 2 Amended by resolution Date: 2/ 2/ 21

DEFINITIONS:

1. “Public Buildings" are City -owned facilities that house employees or are otherwise used to conduct City business. Buildings may include, but are not limited to, the Civic Center, City Council Chambers, and Police facility. This also includes "Support Facilities" that are City -owned facilities that are used to support field operations. Support facilities may include, but are not limited to, the corporation yard and pump stations.

2. " Parks & Recreation Facilities" are all City parks, community buildings and grounds, athletic facilities, open space areas and other grounds and facilities owned or operated by the City for park, recreation or open space purposes.

1. When named for an individual family or person, strong consideration should be given to:

a. The level of involvement and commitment to the Tracy community over a span of years that are sufficient for accomplishments and contributions to have taken place; **- Dr. Nancy Young has been dedicated to the Tracy community and has been actively and intricately involved for the past 15 plus years. This extends beyond her civic, elected duties for the past 12 years. Prior to her elected to Tracy City Council I 2012, having only moved to Tracy in 2006, she attentively attended council meetings from 2008-2012. In 2007, she started a youth mentoring program (Living on Purpose) and ran it until 2020, helping numerous youth go on to college. She and her husband relocated their church from Fremont to Tracy in 2008 and began working in the community in ministry. Since 2010 she joined numerous civic organizations to which she is still an active member, including: 1. Tracy Kiwanis, of which she was the first female president in 2013 and remains on the Board of Directors. Through which she also founded and was the Key Club Advisor for Mountain House High for 4 years. 2. Tracy African American Association to which she’s served as treasurer (4 years), Juneteenth Chair (2 years), and asst Education Chair (6 years). 3. The Tracy Golden Agers, beginning as a senior advocate until old enough to officially join the group. 4. The Boys and Girls Club Board of Directors 2011-2021. 2010 to current, she’s served as Advisory Board to Sow a Seed Community Foundation. From 2010-2020 she led the Student discovery Program (mentoring all sophomores at Kimball High). See her civic resume for more activities.**

b. Individuals or families who have been involved in many facets of the community such as through service clubs, civic organizations, school community, multi -cultural events and organizations, elected/ appointed positions, military service, church community and non- profit groups; the nature of their involvement should be beyond that done in the normal course of their employment (i. e., voluntary);

See above and Civic resume. Plus I’d like to highlight the Annual Tracy Connects Day that she founded in 2021, led originally through the Tracy Chamber of Commerce, but now through her own non-profit began once she left elected office, “The Young Connects”. This is the 5th Annual to be held Sept 6, 2025 at Lincoln Park. Through her efforts and the team she’s chaired, many nonprofits and our community has benefited from her vision and focus.

In 2021, the focus on homelessness awarded TCCC with a $10,000.00 donation which helped them take over the running the showers that had been ran by the city of Tracy.

In 2022, focus was on "Restore Learning Loss" as many of Tracy's youth have a gap in learning due to Covid-19 restrictions and loss of days at school. The three non-profit beneficiaries this year were: Tracy Historical Museum, Tracy Police Activity League (PAL), and The Grand Foundation which received awards based on proposed projects totaling $21,500.

In 2023, focus was on "Behavioral and Mental Health" as we brought attention to this often misunderstood, hidden, yet needed focus to our community. The three non-profit beneficiaries this year were: Tracy Golden Agers, Sow a Seed Community Foundation, and A-Z Psychotherapy who received awards totaling $7,500.

In 2024, focus was on "Emotional Wellness: Self-Care" as we bring attention to the need for self-care. While many may turn their attention to helping others; their own health often suffers. The four non-profits/organizations highlighted this year were: Community Medical Centers (Tracy), Happy Healthy Bright Kids, West High Airforce JROTC, and Department of Prevention Services (Homeless and Foster Youth Support) who will received awards and support based on their projects. We donated a total of $8,400.

c. The local significance and relationship of this individual or family to the City of Tracy, or to the parks and recreation systems or programs. **Dr. Nancy Young, while being the first generation Tracy-ite, all four children graduated from West High, and now her grandson is attending Tracy schools. She is the start of a third generation deep foundation. Of her 19 years in Tracy, she has dedicated 16 of those years to the government and leadership of this community, creating programs, events, and businesses to propel the future of Tracy.**

2. Public building, park and facility names should reflect both the current and past heritage and historical significance of the community that is now serviced. Strong consideration should be given to:

a. Maintaining names that represent the current and past cultural diversity of the community.

The park itself is El Pescadero that pays homage to the history of the past with the Pescadero Ranches that were originally located north of Grant Line Blvd. This is history forward as this troubled part of Tracy, most recently housing many of the homeless in the park, will be revitalized and the new proposed name of the first African American and first elected female will represent a new group of people who live in Tracy, plus is closest to the prominent area wherein Blacks lived a bit more north on Clover and Larch Roads which are still in the county portion of Tracy.

b. Any relevant California history that is part of the Tracy community, such as the period covered by the Spanish land grants, Native American tribal history, etc. **N/A**

3. Park names should reflect the geographical significance of the park site' s topography or other natural amenities that exist in or near the park property. Strong consideration should be given to: **N/A**

a. Vistas and view corridors.

b. Native plants or trees

c. Adjacencies to creeks, streams, open space, hills, etc.

4. Public building, park and facility names should incorporate the functionality of the building, park or facility by simply stating its purpose without further description for example the " John Smith Community Center"), especially, when a specialized facility may be a part of the park such as sports fields, etc. Special features for the park should be considered in the park name.

Dr. Nancy Young Recreation Center – See info on my quest for a Gym/Recreation

5. Consideration should also be given to public building, park and facility names that reflect the geographic location or adjacencies to other City facilities or schools in order to avoid confusion about the geographic location of the building. – **The closest school adjacent to the park and new facility is North School, focused on the north side of Tracy. As noted before Pescadero Ranches was northern Tracy and so was the area years later along Clover and Larch Road wherein was the Black community of Tracy.**

6. If a public building, park or facility improvement is acquired or constructed by means of a substantial gift, financial contribution or financial donation by an individual, family or corporation, consideration should be given to recognizing the contribution by incorporating the benefactor' s name into the facility name. **Although this is not a donated benefactor, Dr. Nancy Young was intricately responsible for championing Measure V which is the main source for the building of this recreational facility.**

7. Rooms within public buildings may be named for individuals who have made exceptional contributions to the community such as: **N/A**

a. The individual must have made a significant contribution to the community which resulted in the improved well- being of the citizens of Tracy.

b. The individual must have been involved in Tracy community affairs over a span of years that are sufficient for accomplishments and contributions to have taken place.

c. Individuals or families who have been involved in many facets of the community such as through service clubs, civic organizations, school community, multicultural events and organizations, elected/ appointed positions, military service, church community and non- profit groups; the nature of their involvement should be beyond that done in the normal course of their employment (i. e., voluntary).

8. If a public building that has previously been named is proposed to have its function be moved, or is proposed for relocation, or demolition, or is destroyed through a natural disaster or other act, the City Council shall be provided an opportunity to name the replacement building. – **N/A**

TRACY

Think Inside the Triangle™

City of Tracy
Parks & Recreation Department

333 Civic Center Plaza
Tracy, CA 95376

(209) 831-6200

NOMINATION FOR NAMING PUBLIC BUILDINGS, PARKS, AND FACILITIES

DATE OF NOMINATION 5/20/25

NOMINATOR: Tracy Hills Residents

ADDRESS: [redacted]

PHONE: [redacted]

RECOMMENDED NAME: Dr. Nancy Young Recreation Center

LOCATION: MCRC at 250 Kavanagh Avenue, Tracy, CA

___	MINI PARK	___	NEIGHBORHOOD PARK
___	COMMUNITY PARK	___	LINEAR PARK
___	SPORTS COMPLEX	___	SPECIAL USE PARK
___	OPEN SPACE / CONSERVATION LAND	___	PUBLIC BUILDING
X	PUBLIC FACILITY	___	OTHER

IF A FAMILY MEMBER, WHAT IS THE RELATIONSHIP? ___

The policy for naming public buildings, parks and facilities is attached. The City of Tracy requests that the nominator review the attached policy and prepare a 1-2 page summary of how the recommended name meets one or more of the considerations listed in items #1-#7 attached. Please be as **complete as possible.**

Example:

- Involvement and Commitment to Community
- Local Clubs and Organizations Served
- Schools Attended
- Significance to City of Tracy
- Why nominating the person

Submit this form and summary via mail to the address below or email directly to: parks@cityoftracy.org

Parks & Recreation Department
Attn: Parks & Recreation Director
333 Civic Center Plaza
Tracy, CA 95376

May 20, 2025

From

Tracy Hills Community members
Tracy, 95377

To

Parks & Recreation Department
Attn: Parks & Recreation Director
333 Civic Center Plaza
Tracy, CA 95376

Dear Parks & Recreation Director, City of Tracy

We, the Venkateswaran family and residents of the Tracy Hills community, write this letter with wholehearted support to nominate Dr. Nancy Young as the namesake for the new Multi-Generational Recreation Center (MGRC) at El Pescadero Park, Tracy.

Though Dr. Nancy Young completed her term as Mayor in 2024, her spirit of leadership and community care has never faded. In fact, we experienced it firsthand during a traumatic moment in our lives.

In December 2024, while we were away, our home in Tracy Hills was broken into. As a family, we were shaken and unsure how to proceed. We reached out to Dr. Young, knowing she was no longer in office, but hoping she could provide guidance. To our great relief and gratitude, she responded immediately. She personally coordinated with the Tracy Police Department and made sure they were aware of the situation, following up to ensure appropriate action was taken. She didn't have to get involved—but she did, without hesitation. That's the kind of leader Nancy Young is.

And this wasn't an isolated gesture. In 2024, during a brush fire near the hills of our neighborhood, many homeowners were thrown into confusion and fear. There were mixed messages and little clarity about evacuation procedures. Once again, it was Nancy who stepped up. She quickly organized community meetings with the Tracy Fire Department, helping ensure residents understood emergency protocols, safety measures, and how to better prepare for future incidents. Her proactive coordination restored calm in a moment of uncertainty.

We know we're not alone. Many of our fellow Tracy Hills homeowners—some of whom have signed below—have shared their own stories of how Dr. Young has been present, responsive, and supportive in times of need. Whether during issues related to community safety, development, or simply lending an ear to concerned neighbors, Nancy has consistently shown up for us.

Beyond public safety and civic responsiveness, what stands out most is her dedication to unity and inclusion. As the founder of Tracy Connects, Nancy has worked to bring people of all nationalities, backgrounds, and faiths together through cultural events, resource drives, and community celebrations. In a city as diverse as Tracy, her efforts to foster belonging have made a lasting impact.

Additionally, her leadership has had direct influence on the very existence of the MGRC. The funding that made this facility possible—through its construction, staffing, and long-term maintenance—was made available because of Measure V, a city initiative that Dr. Young championed in 2016. Long before the first brick was laid, she was fighting to make this center a reality for families across Tracy.

For us, and for many in Tracy Hills, the MGRC represents the type of vibrant, safe, and inclusive space that Dr. Nancy Young has spent her career building. It is only fitting that her name grace its entrance.

We ask that the city honor her legacy, service, and heart by naming the center the Dr. Nancy Young Recreation Center. It will serve as a lasting reminder of what thoughtful, action-oriented leadership can achieve—and as a source of inspiration for generations to come.

With gratitude,
Rema and Suresh Venkateswaran

(1) Rema Ruwad 6288 Granville St
(2) Syed Razzaque 6278 Granville St
(3) Rajeswara Shade 6257 Granville St
(4) Koshyap Kanaru 6238 Granville St
(5) 6228 Granville St
(6) 6198 Granville St
(7) 6188 Granville St
(8) 2776 Teagarden Pl
(9) 2777 Teagarden Pl
(10) 2787 Teagarden Pl
(11) 2797 Teagarden Pl
(12) 6335 Callaway Dr
(13) 2786 Teagarden Pl

City of Tracy
Parks & Recreation Department

333 Civic Center Plaza
Tracy, CA 95376

(209) 831.6200

Think Inside the Triangle™

NOMINATION FOR NAMING
PUBLIC BUILDINGS, PARKS, AND FACILITIES

DATE OF NOMINATION May 26, 2025

NOMINATOR: Tracy African American Association

ADDRESS: [redacted]

PHONE: [redacted]

RECOMMENDED NAME: Dr. Nancy Young Multi Generational Recreation Center

LOCATION: Multi Generational Recreation Center

_____	MINI PARK	_____	NEIGHBORHOOD PARK
_____	COMMUNITY PARK	_____	LINEAR PARK
_____	SPORTS COMPLEX	_____	SPECIAL USE PARK
_____	OPEN SPACE / CONSERVATION LAND	_____	PUBLIC BUILDING
X	PUBLIC FACILITY	_____	OTHER

IF A FAMILY MEMBER, WHAT IS THE RELATIONSHIP? _____

The policy for naming public buildings, parks and facilities is attached. The City of Tracy requests that the nominator review the attached policy and prepare a 1-2 page summary of how the recommended name meets one or more of the considerations listed in items #1-#7 attached. Please be as **complete as possible.**

Example:

- Involvement and Commitment to Community
- Local Clubs and Organizations Served
- Schools Attended
- Significance to City of Tracy
- Why nominating the person

Submit this form and summary via mail to the address below or email directly to: parks@cityoftracy.org

Parks & Recreation Department
Attn: Parks & Recreation Director
333 Civic Center Plaza
Tracy, CA 95376

Tracy African American Association
[redacted]

BOARD MEMBERS

Yolande Barial Knight
President

JAMES YOUNG
Vice President

ROSE PARISH
Treasurer

ISABELLA TURNER
Executive Secretary

CAROL HALL
Public Information

OLINGA YARBER-ALEXANDER
Education Chair

IMANI KUUMBA
Bylaws Chair

MISHELLE NEVERSON
Activities Chair

HOWARD BAKER
Membership Chair

Greetings from the Tracy African American Association!

The Tracy African American Association (TAAA) is a non-profit organization, established in 1994, that promotes and contributes to educational, cultural, and social activities in our community. We strive to create a cooperative environment that unites people of all ages and backgrounds.

Tracy African American Association Board and its general membership proclaim the nomination of the the Multi-Generational Recreation Center to be named in honor of Dr. Nancy D. Young. Part of the mission of TAAA is to promote and contribute to educational cultural and social activities into the community. This nomination speaks to our mission and this nomination stands to proclaim that we speak in one voice for Dr. Nancy D. Young.

In looking at the "considerations" stated in the nomination for the naming of public buildings, parks and facilities Dr. Young embodies those considerations which are an involvement and commitment to community, local clubs, organizations and the ability to work collaboratively amongst many groups. This criterion is in her DNA. Her ability to communicate amongst all demographics, her level of commitment to the Tracy community and the plethora of firsts that have always been a part of her stands to signify that there can be no other name. Dr. Nancy's MGRC 2025.

Although Young is not a donated benefactor, she was intricately responsible for championing Measure V, which is the main source of funds for the building of this recreational facility and its variety of amenities to the Tracy community and to this very center.

Young has proposed many initiatives and proposals and here are some below:

- Homelessness Ad Hoc for City – (results, opened the first homeless shelter in 2022)
- Financial Sustainability Ad Hoc for City – (results in 2021 passed the first balanced budget in more than a decade)
- Initiative: (Team Tracy, connecting our community)
- *Tracy Connects (in association with the Tracy Chamber of Commerce) – Founder/chair of annual event to connect the community to resources 2021 – 2024
  *Established The Young's Connect Non-Profit to continue the Tracy Connects annual event as of the 5th Annual 2025

The park itself is El Pescadero, which pays homage to the history of the past with the Pescadero Ranches that were originally located north of Grant Line Blvd. This area is the closest to the prominent area where the black population lived a bit north on Clover and Larch Roads which are still in the county portion of Tracy. The closest school adjacent to the park and new facility is North School which is focused on the north side of Tracy. As noted before Pescadero Ranches was northern Tracy and so was the area years later along Clover and Larch Road wherein was the Black community of Tracy.

Nancy Young, while being the first-generation Tracy-ite boasts that all four of her children graduated from West High, and now her grandson is attending Tracy schools. He is the start of a third-generation deep foundation in this city. Of her 19 years in Tracy, she has dedicated 16 of those years to the government and leadership of this community, creating programs, events, and businesses to propel the future of Tracy.

On behalf of Tracy African American Association and its members who unanimously voted at our May 3, 2025 general meeting to nominate the MGRC to honor Dr. Nancy D. Young. Thank you.

Yolande Barial Knight &
Tracy African American Membership
/s/ Yolande Barial Knight
/s/ Tracy African American Association
President
[redacted]

Attachment B

RESOLUTION 2021-013

AMENDING COUNCIL POLICY D-2, NAMING
PUBLIC BUILDINGS, PARKS AND FACILITIES

WHEREAS, On June 4, 2019, the City Council directed staff to review and revise Council Policy D-2 regarding the naming of public buildings, parks and facilities, and

WHEREAS, On December 5, 2019, the Parks and Community Services Commission discussed the need to amend Council Policy D-2 to include additional criteria, and

WHEREAS, The Parks and Community Services Commission reviewed, approved, and recommended to the City Council an amendment to Council Policy D-2;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby adopts the attached amended Council Policy D-2, Naming Public Buildings, Parks and Facilities as recommended by the Parks and Community Services Commission.

BE IT FURTHER RESOLVED, that this resolution rescinds and replaces resolutions 2004-096 and 2017-179.

* * * * * * * * * *

The foregoing Resolution 2021-013 was passed and adopted by the Tracy City Council on the 2nd of February, 2021 by the following vote:

AYES: COUNCIL MEMBERS: ARRIOLA, BEDOLLA, DAVIS, VARGAS, YOUNG

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

ABSTAIN: COUNCIL MEMBERS: NONE

MAYOR

ATTEST:

CITY CLERK

Naming Public Buildings, Parks and Recreation Facilities
Policy Number: D-2
Amended by resolution Date: 2/2/21

PURPOSE:

The purpose of this policy is to establish a set of standard procedures and guidelines for the naming of Public Buildings, Parks and Recreation Facilities.

DEFINITIONS:

1. "Public Buildings" are City-owned facilities that house employees or are otherwise used to conduct City business. Buildings may include, but are not limited to, the Civic Center, City Council Chambers, and Police facility. This also includes "Support Facilities" that are City-owned facilities that are used to support field operations. Support facilities may include, but are not limited to, the corporation yard and pump stations.

2. "Parks & Recreation Facilities" are all City parks, community buildings and grounds, athletic facilities, open space areas and other grounds and facilities owned or operated by the City for park, recreation or open space purposes.

POLICY:

Consideration for Names:

1. When named for an individual family or person, strong consideration should be given to:
    a. The level of involvement and commitment to the Tracy community over a span of years that are sufficient for accomplishments and contributions to have taken place;
    b. Individuals or families who have been involved in many facets of the community such as through service clubs, civic organizations, school community, multi-cultural events and organizations, elected/appointed positions, military service, church community and non-profit groups; the nature of their involvement should be beyond that done in the normal course of their employment (i.e., voluntary);
    c. The local significance and relationship of this individual or family to the City of Tracy, or to the parks and recreation systems or programs.

2. Public building, park and facility names should reflect both the current and past heritage and historical significance of the community that is now serviced. Strong consideration should be given to:
    a. Maintaining names that represent the current and past cultural diversity of the community.
    b. Any relevant California history that is part of the Tracy community, such as the period covered by the Spanish land grants, Native American tribal history, etc.

3. Park names should reflect the geographical significance of the park site's topography or other natural amenities that exist in or near the park property. Strong consideration should be given to:
    a. Vistas and view corridors.
    b. Native plants or trees
    c. Adjacencies to creeks, streams, open space, hills, etc.

4. Public building, park and facility names should incorporate the functionality of the building, park or facility by simply stating its purpose without further description (for example the "John Smith Community Center"), especially, when a specialized facility may be a part of the park such as sports fields, etc. Special features for the park should be considered in the park name.

5. Consideration should also be given to public building, park and facility names that reflect the geographic location or adjacencies to other City facilities or schools in order to avoid confusion about the geographic location of the building.

6. If a public building, park or facility improvement is acquired or constructed by means of a substantial gift, financial contribution or financial donation by an individual, family or corporation, consideration should be given to recognizing the contribution by incorporating the benefactor's name into the facility name.

7. Rooms within public buildings may be named for individuals who have made exceptional contributions to the community such as:
    a. The individual must have made a significant contribution to the community which resulted in the improved well-being of the citizens of Tracy.
    b. The individual must have been involved in Tracy community affairs over a span of years that are sufficient for accomplishments and contributions to have taken place.
    c. Individuals or families who have been involved in many facets of the community such as through service clubs, civic organizations, school community, multicultural events and organizations, elected/appointed positions, military service, church community and non-profit groups; the nature of their involvement should be beyond that done in the normal course of their employment (i.e., voluntary).

8. If a public building that has previously been named is proposed to have its function be moved, or is proposed for relocation, or demolition, or is destroyed through a natural disaster or other act, the City Council shall be provided an opportunity to name the replacement building.

PROCEDURES:

Parks and Recreation Facilities:

1. The Parks and Community Services Commission shall hold a public meeting that allows for community input and will follow a process for naming parks and recreational facilities that includes:

a. The Parks and Recreation Director shall receive a naming request from a developer, resident or other interested groups for a new park or new recreational facility.
b. Staff will conduct a public solicitation of names (Example: social media & newspapers) for 30 days and submit all names to the Commission for review.
c. The Commission shall schedule a regular or special meetings to screen, review, evaluate and prioritize the requests submitted by residents and other interested groups such as developers, the West Side Pioneers, Chamber of Commerce, etc.
d. The Commission shall forward the top three names (In priority order) to City Council for final approval.

2. Depending on the special nature, size or location of a park, the Commission may also consider the following ideas for park naming:
    a. Development of a community-based naming process such as a contest.
    b. Receive input from an adjacent homeowner's association; receive input from future facility user group as identified through design process.

Public Buildings

1. The City Council will form a sub-committee to review and evaluate requests for naming public buildings from residents, interested groups and staff.

2. The sub-committee will bring forth screened, evaluated and recommended selections for authorization by the full City Council at a regularly scheduled Council meeting.

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING THE RECOMMENDATION FROM THE PARKS AND COMMUNITY SERVICES COMMISSION AND SELECT ONE (1) NAME FOR THE MULTI-GENERATIONAL RECREATION CENTER.

WHEREAS, the City Council approved the new policy for Naming Public Buildings, Parks, and Recreation Facilities on February 2, 2021, and

WHEREAS, the naming of a Recreation Facility is an important reflection of the City's partnership with, and recognition of individuals, community-based organizations, or points of interest to the Tracy community; and

WHEREAS, proposed names were solicited through an application process for a period of 30 days, and announced through the local press, social media, and the city website; and

WHEREAS, twenty-three (23) applications were received, (16) of which were complete and (7) incomplete, were considered through the guidelines of the Naming Policy; and

WHEREAS, the Parks and Community Services Commission met on August 7, 2025, and prioritized the top three (3) names for consideration at the October 7, 2025, City Council meeting.

RESOLVED: That the City Council of the city of Tracy hereby finds and determines that the foregoing recitals are true and correct; and be it

FURTHER RESOLVED: That the City Council considers the following names and selects one (1) as the final name for the Multi-Generational Recreation Center.

1. The TRAC (Tracy Recreation Activity Center)
2. City of Tracy Recreation Center
3. Dr. Nancy D. Young Recreation Center

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

The foregoing Resolution 2025- _____was adopted by the Tracy City Council on the 7th day of October, 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

REVIEW THE TOP THREE (3) NAMES RECOMMENDED BY THE PARKS AND COMMUNITY SERVICES COMMISSION AND SELECT ONE (1) FOR THE NAMING OF THE MULT-GENERATIONAL RECREATION CENTER

October 7, 2025



OVERVIEW

- BACKGROUND
- THE MULTI-GENERATIONAL RECREATION CENTER (MGRC)
- NOMINATIONS
- RECOMMENDATIONS & NEXT STEPS
- DISCUSSION

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BACKGROUND

- March 6, 2018
  - City Council approved the Multi-Generational Recreation Center (CIP 78178)
- September 17, 2024
  - Groundbreaking ceremony
- May 1, 2025
  - Parks & Rec initiated Building Naming Process
    - 23 total applications received, 16 of which were complete and 7 incomplete
- August 7, 2025
  - Parks Commission will review and prioritized the top three (3) for recommendation to City Council.

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MULTI-GENERATIONAL RECREATION CENTER



Overall Site Plan

LEGEND

(1) NORTH-SOUTH PROMENADE	Tree-lined main pedestrian/bike path, secondary walkways
(1a) MONUMENT SIGNS	Entry monument at main promenade entry
(2) PARKING AND DROP OFF	New +/- 170 spaces & drop-off area
(3) CMU BLOCK WALL	Existing capital project with funding to continue existing wall
(4) PAVILION	Multifunctional shade structure: stage / outdoor community room / picnic area
(5) MULTI-USE LAWN	New sod lawn, with amphitheatre seating along south end
(6) PLAYGROUND	Existing play equipment to remain, replenished surfacing
(7) DOG PARK	New dog park (small/large dogs) with fencing, sitting area, drinking fountain and dog play amenities
(8) SKATE PARK	New skatepark with fencing, sitting area and drinking fountain
(9) BASKETBALL COURT	New full basketball court w/ Plexipave surfacing and basketball hoop, play tables and sitting area
(10) STORMWATER GARDENS	Meandering stormwater swale gardens
(11) NATURE WALK & FITNESS LOOP	Decomposed granite walks , sitting areas and fitness stations
(12) PLANTING	New drought tolerant planting for entire park
PUBLIC ART	

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MULTI-GENERATIONAL RECREATION CENTER



Running Track



Gymnasium



Bouldering & Climbing Wall



Multipurpose Rooms

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List of Names Received

- Brent Ives
- Darlene Quinn
- Donald & Charlotte Bisbee Multi-Generational Recreation Center
- Dr. Nancy D Young Recreation Center (6 complete & 1 Incomplete Applications)
- Dr. Nancy Young Recreation Center
- Dr. Nancy Young
- Evelyn Tolbert Multi-Cultural Recreation Center
- Joan Marie Sparks
- Joe Wilson Recreation Center
- Marvin Rothschild
- Soyeb Palya
- The LINK (Learn, Interact, Nurture, Kinship)
- The TANK
- The TRAC (Tracy Recreation Activity Center)
- Incomplete applications:
  - City of Tracy Recreation Center
  - Dr. Martin Luther King Jr.
  - El Pescadero Multi-Generation Center
  - KIND Or I-NI-IKO

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Top Three (3) Names Recommended by Parks & Community Services Commission

*In priority order

1st Recommendation:

The TRAC (Tracy Recreation Activity Center)

2nd Recommendation:

City of Tracy Recreation Center

3rd Recommendation:

Dr. Nancy D Young Recreation Center

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DISCUSSION

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